ASBESTOS AND HAZARDOUS ABATEMENT WORKERS AGREEMENT

This Agreement entered into this 1st day of June, 2016 by and between Insulation Contractors Association of New England and successors (herein referred to as the Employer) and the INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ASBESTOS WORKERS LOCAL NO. 6 of BOSTON, MASSACHUSETTS and vicinity (hereinafter referred to as the Union) in mutual recognition of the need to establish harmonious relations between the Employer and the Union for the purpose of establishing wages, hours and other terms and conditions of employment for certified, skilled and fully qualified Asbestos & Hazardous Material Workers in order to utilize procedures and equipment available with modern technology to carry out asbestos and hazardous material abatement work within the jurisdiction of Local No. 6.

ARTICLE I – RECOGNITION

It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators and Asbestos Workers Local Union No. 6 is the sole and exclusive bargaining representative of the Asbestos Abatement Workers covered by this Agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an un-coerced majority of the Employer's abatement employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work.

ARTICLE II - TRADE AND WORK JURISDICTION

This Agreement covers the rates of pay, hours of work, and other terms and conditions of employment as specified in this agreement for that classification of Local No. 6 personnel engaged solely in the removal of asbestos containing insulation and hazardous materials within the jurisdiction of Local No. 6 known as Asbestos & Hazardous Abatement Workers. Asbestos & Hazardous Abatement Workers may engage in any abatement work directly associated with the performance and completion of a asbestos and/or hazardous materials abatement project except they may not apply insulation or do any other work otherwise covered by the basic Local No. 6 Labor Agreement.

ARTICLE III - LICENSE

The employer, in order to employ members of Local No. 6 for the purpose of removing asbestos containing insulation and or hazardous materials, must be duly licensed to do asbestos and/or hazardous materials abatement work in the state where the employer intends to do the work and must furnish proof of his licensing upon request by the Union.

ARTICLE IV - UNION SECURITY

A. All employees covered by this Agreement who are members of the Union shall remain members in good standing during the term of this Agreement.

B. All employees who are not members of the Union, shall as a condition of continued employment pay to the Union the amount of their wages equal to that paid by other employees who are members of the Union, which amount shall be limited to an amount equal to the Union's usual dues and uniform assessments. Such payment shall commence on the day of employment. Time worked by Asbestos Hazardous Abatement Workers under the jurisdiction of Local No. 6, other than those fully enrolled as apprentices of Local No. 6, shall not be counted toward Local No. 6 apprenticeship time or journeyman time.

ARTICLE V - HIRING PROCEDURES

The Employer shall be the sole judge of the number of employees required on any project and the work assigned to each employee under Article II of this Agreement.

A. The first person on each project will be a Licensed Asbestos and/or Hazardous Abatement Supervisor or Foreman with sufficient qualifying hours of a Supervisory or Foreman Training Program in accordance with applicable State and Federal Law.

The Employer has the right to send on each job one (1) Licensed Asbestos and/or Hazardous Abatement Supervisor or Foreman of his own selection or the employer may request a Licensed Asbestos and/or Hazardous Abatement Supervisor or Foreman from Local No. 6. All other workers are to be furnished by Local No. 6 and shall be fully Trained and Licensed Asbestos and/or Hazardous Abatement Workers in accordance with applicable State and Federal Law.

B. In the event Local No. 6 is unable to supply sufficient Trained and Licensed Asbestos and/or Hazardous Abatement Workers within forty-eight (48) hours, excluding Saturdays, Sundays and

Holidays, of the request to the Union by the Employer, the Employer may then supply his own trained Licensed Employees.

C. The Employer shall retain the right to reject for cause any applicant for employment referred by the Union.

D. All Licensed Asbestos Abatement Workers furnished by the Union will have a current physical examination certifying their ability to work wearing a respirator and their ability to work under all asbestos removal working conditions in accordance with applicable State and Federal Law.

E. All Employees furnished by the Union will have a current State Asbestos or appropriate License for the work classification applicable including any necessary identification card required in the State where employed in accordance with applicable State and Federal Law. Identification cards certifying each employee will always be available at the job site. No employee will be allowed to work or receive any payment for time at a job-site without having the necessary certification and/or license on hand. Each employee must produce this certification at the job-site upon request of the employer or a proper authorized Municipal, State or Federal Agency Representative.

ARTICLE VI - MANAGEMENT RIGHTS

The Employer retains full and exclusive authority for management of its operation. The Employer retains the right to direct the work force. He may discharge employees for cause.

ARTICLE VII - TOOLS

Each Licensed Employee is required to bring to the job-site the following minimum list of tools and equipment:

1. 16' tape measure
2. Knife
3. Scissors
4. Nippers

The Employer will furnish a locked gang box, trailer or other locked enclosure for the storage of employees' tools and belongings.

ARTICLE VIII (A) - WAGES

Asbestos and/or Hazardous Abatement Workers, with the exception of the Asbestos and/or Hazardous Material Supervisor or Foreman, employed in the jurisdiction of Local No. 6 shall be paid as follows using as a minimum the wage rate and benefits for the territorial jurisdiction in which the work-site is located:

Foreman shall receive an additional $2.00 per hour and General Foreman shall receive an additional $4.00 per hour.

Boston & Rhode Island Area:

The Counties of Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester in Massachusetts. The entire state of Rhode Island.

June 1, 2016 through November 30, 2016

HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	LMCT	TOTAL PKG
$32.90	11.50	3.40	3.70	0.35	.13	.15	$0.05	52.18

The Foreman is to receive two dollars ($2.00) per hour over the base wage rate.
The General Foreman is to receive four dollars ($4.00) per hour over the base wage rate.

Springfield, Mass and Southern New Hampshire Area:

The Springfield, Massachusetts and Southern New Hampshire area includes all cities and towns in the following counties of Massachusetts: Berkshire, Franklin, Hampden, and Hampshire. All cities and towns in the following counties of New Hampshire: Cheshire, Hillsboro, Merrimac, Rockingham, and Sullivan. All cities and towns in the following counties of Vermont: Bennington and Windham. In Connecticut the area includes the following: East Granby, Enfield, Granby, Hartland, Suffield and Windsor Locks Townships in Hartford County; Canaan, Colebrook, Norfolk, North Canaan, and Salisbury Townships in Litchfield County; Somers, Stafford and Union Townships in Tolland County; and Woodstock Township in Windham County.

June 1, 2016 through November 30, 2016

HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	LMCT	TOTAL PKG
$29.61	11.50	3.40	3.20	.35	.13	.15	$0.05	48.39

The Foreman is to receive two dollars ($2.00) per hour over the base wage rate.
The General Foreman is to receive four dollars ($4.00) per hour over the base wage rate.

Maine and Northern New Hampshire Area:

The entire State of Maine and the following Counties in New Hampshire Belknap, Carroll, Coos, Grafton and Stratford

June 1, 2016 through November 30, 2016

HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	LMCT	TOTAL PKG
26.32	11.50	3.40	2.95	.30	.11	.15	0.05	44.78

The Foreman is to receive two dollars ($2.00) per hour over the base wage rate.
The General Foreman is to receive four dollars ($4.00) per hour over the base wage rate.

The Boston and Rhode Island Area wage increase will be as follows:

06/01/2016	1.00	12/01/2016	1.00
06/01/2017	1.00	12/01/2017	1.00
06/01/2018	1.00	12/01/2018	1.00
06/01/2019	1.00	12/01/2019	1.00
06/01/2020	$1.00	12/01/2020	$1.00

Note: The Springfield, Massachusetts – Southern New Hampshire Area wage rate will be 90% of the Boston and Rhode Island area wage rate. The Maine and Northern New Hampshire Area wage rate will be 80% of the Boston and Rhode Island area wage rate.

In addition to the base wage rates each employer shall make contributions to the various funds as listed under the territorial jurisdiction where the employee is working in accordance with the Wage Rate and Contribution Schedule attached.

Contributions on behalf of all employees covered by this contract shall be administered in accordance with Trust Agreements and Declarations of Trust establishing the respective Funds and each employer agrees to and ratifies the identity of and actions of the Trustees of the respective funds and agrees to be bound by the Declaration of Trust, rules and regulations, and Delinquency Procedures of the Funds.

Forty (40) hours shall constitute a week's work for all asbestos and hazardous abatement employees. The first shift of the week shall start on Monday at 7:00 am. The first second shift shall start at approximately 3:00 pm. The first third shift of the week shall start Monday night at approximately 11:00 pm. With the agreement of the union and the contractor, a Sunday night will be allowed as the 1st 3rd shift of the week and stay as the established shift schedule for the duration of the project unless a change is mutually agreed upon by the contractor and the union. Eight (8) hours shall constitute a day's work, consisting of four (4) hours from 8:00 a.m. to 12:00 noon; and four (4) hours between 12:30 and 4:30 p.m., on Monday, Tuesday, Wednesday, Thursday and Friday. In the event that a particular job operation may request permission to deviate from the above hours, but work an eight (8) hour day within the hours of 6:00 a.m. to 6:00 p.m., such permission may be granted by the Business Manager of Local No. 6. There shall be no minimum number of shifts required in order to work on a shift basis.

When two (2) or more shifts are worked, the first shift shall be of eight (8) hours, the second shift shall be of seven and one-half (7 1/2) hours, and the third shift shall be of seven (7) hours. Eight (8) hours pay at the applicable rate on straight-time basis shall be paid for each shift. When working on Saturdays, the first shift shall work eight (8) hours and receive twelve (12) hours pay at the straight-time rate; the second shift shall work seven and one-half (7 1/2) hours and receive twelve (12) hours pay at the straight-time rate, and the third shift shall work seven (7) hours and receive twelve (12) hours pay at the straight-time rate.

When working on Sundays and Holidays, the first shift shall work eight (8) hours and receive sixteen (16) hours pay at the straight-time rate and the second shift shall work seven and one-half (7 1/2) hours and receive sixteen (16) hours pay at the straight-time rate and the third shift shall work seven (7) hours and receive sixteen (16) hours pay at the straight-time rate. A shift which begins at or after 12:00 midnight Sunday shall be considered the third shift unless otherwise agreed between the employer and the union representative.

All time worked before and after the established work day of eight (8) hours, on Monday, Tuesday, Wednesday, Thursday and Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one-half the straight-time rate. All time worked on Sundays and the Holidays specified in Article IX shall be paid for at the rate of twice the straight-time rate.

To the extent permitted by law on Federal, State, City or Town funded projects governed by Federal and/or State Wage and Hour Laws there shall be no daily overtime paid for work performed in excess of eight (8) hours in any one day but overtime shall be payable for all hours worked in excess of forty (40) hours in any one week. The work week shall commence with the first shift Monday and end after seven (7) consecutive twenty-four (24) hour days. In no way shall this provision be used to circumvent overtime pay for individual employees covered by this Agreement working on a particular project.

During the morning and afternoon working hours on each job, at a time specified by the employer, a coffee or refreshment period, not to exceed ten (10) minutes, shall be allowed. One or more Asbestos and/or Hazardous Material Workers may be designated by the Job Superintendent or the Asbestos and/or Hazardous Material Foreman to obtain the coffee or refreshments at each employee's individual expense provided refreshments are readily available at the job-site.

By mutual agreement between the employer, the union and the on site employees, the coffee break time may be eliminated or consolidated to allow for more effective and productive work periods. If eliminated either in the morning or afternoon a fifteen (15) minute reduction in overall work time will be allowed for each ten (10) minute coffee break eliminated.

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

Respirator Clause:

The Employer may work his employees up to a maximum of four (4) continuous hours in a respirator without a break of any type providing the governing regulations and standards are met. Whenever this no break provision is to be implemented by the Employer, a minimum of four (4) hours will be paid to the employees at the applicable hourly wage rate.

In the alteration and repair of retail stores, and industrial and commercial maintenance work, where an eight (8) hour shift cannot be performed during the regular working hours of 6:00 a.m. to 6:00 p.m., work shall be done in accordance with this Agreement with the shift premium of eight (8) hours pay to apply to the first seven and one-half (7 1/2) hours of work, and eight (8) hours of pay

to apply to the next seven (7) hours of work. On Saturday, Sundays and Holidays, the wage premium set forth in this Agreement shall apply.

On all jobs where an Employee reports to work and is unable to do so through no fault of his own, two (2) hours pay for show-up time shall be paid provided he was not notified. Notification not to report shall be given at least two (2) hours prior to the start of the shift. Employee must remain on the job available for work unless released sooner by the Employer.

An Employer may request and the Union will negotiate further special working conditions to meet the needs of specialized removal situations.

At the option of the Employer with agreement of the Union, four (4) ten (10) hour days or other mutually agreeable hours per day schedule may be instituted as a straight-time schedule in place of five (5) eight (8) hour days at the same rate of straight-time pay.

ARTICLE VIII (B) - TRAVEL PAY

Asbestos and/or Hazardous Material Workers shall not receive subsistence, travel pay, travel time or expenses when working in Massachusetts and/or Rhode Island. Asbestos and/or Hazardous Material Workers working in Maine and in New Hampshire will be entitled to expenses as follows:

1. On all jobs located within twenty (20) miles of the worker's home city or town no expenses will be paid.
2. On all jobs located beyond twenty (20) miles from the worker's home city or town, expenses shall be paid at the rate of $ .20 per mile per day calculated from the twenty (20) mile free zone limit to the job site or town and return not to exceed $20.00 per day.
3. On all jobs over one hundred (100) miles from the workers' home, city or town, the employer shall pay for the Workers' lodging as well as the $20.00 per day. There shall be no more than two (2) workers sharing a room in any lodging provided.
4. All distances shall be computed by reference to a Rand & McNally Official Master Map which shall be approved by the Committee.

ARTICLE IX - HOLIDAYS

Employees covered hereunder shall be entitled to observe the following legal Holidays: New Year's Day, Presidents Day , Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and Patriots' Day (in Massachusetts), and VJ Day in the state of Rhode Island.

Employees who work on Holidays shall receive the applicable overtime rate as provided by Article VIII.

ARTICLE X - UNION CHECK-OFF

For all Employees covered by this Agreement who have executed written authorization the Employer agrees to deduct from the employee's wages dues of one dollar ($1.50) per hour paid, and to remit deducted dues to the Financial Secretary of the Union by the 25th of each month together with a listing of Employees and Hours worked.

ARTICLE XI - PAYMENT OF WAGES AND BENEFITS

Payment of all wages and expenses shall be weekly by check on the day designated by employer as pay day. There shall be no more than an elapse of five (5) days between end of work week and day designated by the employer as pay day unless otherwise agreed to between the Union and the Employer.

Checks for pay day falling in Christmas week and New Year's week shall be either hand delivered or delivered by guaranteed overnight delivery.

All wages due to Employees shall be paid in full on day of layoff. By agreement with the Business Manager or Business Agent the payoff check may be mailed or otherwise delivered to the employee on day of layoff or within twenty-four (24) hours of the next business day if layoff is on a weekend.

Any Employer who issues a check to an Employee or to the Trustees of any fund referred to in this Agreement and has the check returned for insufficient funds must pay all subsequent wages, expenses and fringe benefits by Certified Check unless other substitutes and satisfactory arrangements have been made in writing with the Union and the Trustees of the funds. The Issuer of a check returned by a bank for insufficient funds shall be liable to the Payee for any costs incurred.

A complete list of all employees, hours worked, total wages earned and union dues deducted shall accompany all payments to the Health & Welfare, Pension, Annuity, Training, Safety, Industry Funds, International LMCT and union dues and the amounts due shall be paid monthly. The employer agrees to make its full contributions to the Health & Welfare, Pension, Annuity, Apprentice, Safety, Industry Funds International LMCT, and union dues no later than the fifteenth (15th) day of the month immediately after the month in which the work is performed (i.e. Contributions must be made by February 15th for hours worked in the preceding January). Any Employer failing to make required payment to any of the funds or the local union by the 25th day of

the month following incurring of the obligation (or by the next business day after the 25th, if the 25th is a Saturday, Sunday or Holiday) shall, at the option of the Union, not be supplied with any Employees until such time as all payments are up to date as certified by the Administrator of the respective fund. Contributions not made by the twenty fifth (25th) day of the month immediately following the month in which the work is performed will be delinquent. The attached delinquency procedure will apply to delinquent contributions.

Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Asbestos Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

(a) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents ($.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report

(b) For the purpose of this Article, each hour worked, shall be counted as hours worked for which contributions are payable.

(c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: journeyman, apprentices, helpers, trainees and probationary employees.

(d) The Employer and the Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

Contractors who have had no experience within the past year in fund contributions to Local No. 6 will be required to post a $20,000.00 certified check or bond and prepare and send weekly reports with payment in full to all funds.

Payment of fund contributions not made on time may be drawn by The Trustees from the $20,000.00 certified check or bond.

ARTICLE XII - TARGETED PROJECTS

The economic terms and conditions of this Agreement may be modified by written mutual agreement of the parties on "Targeted Projects". "Targeted Projects" are those specific jobs, plant

site or geographical areas where both area standards employers and non-area standards employers are competing for the work.

Written agreement(s) reached on a targeted project are limited to that particular project. Written agreements must be reached by mutual consent of the parties. The provisions for the resolutions of disputes between parties shall not apply to disputes over whether or not to modify the terms of this Agreement on "Targeted Projects". Written agreements to modify the terms of this Agreement on a "Targeted Projects" are limited to that particular project. No such agreement will be the basis for any claim.

The parties agree that, where possible, all Employers signatory to this Agreement will be advised of any agreement for a targeted project at their request. All employees of any Employer working on a targeted project will also be notified of the economic terms and conditions of employment on the targeted project prior to their employment.

ARTICLE XIII - UNION REPRESENTATION

A Steward may be appointed by the Business Manager or Business Agent from the Employees on the job. Stewards will not be discriminated against or discharged for performing their duties as Stewards. Stewards shall perform their normal duties as hazardous Material Abatement Workers. Stewards shall notify Business Manager or Business Agent when an official decision is required. All official decisions will be made by the Business Manager or Business Agent.

ARTICLE XIV - JURISDICTIONAL DISPUTES

There shall be no strikes, lockouts, picketing, work-stoppages, slowdowns or other disruptive activity arising out of any jurisdictional dispute or application or interpretation of this Agreement.

ARTICLE XV – GRIEVANCE PROCEDURE

There shall be a Trade Board consisting of three (3) members of the Insulation Contractors Association of New England and three (3) members of the Asbestos Workers Local Union No. 6. Said Trade Board shall have the right to investigate all labor operations of the Parties to this Agreement so far as any of the provisions of this Agreement are involved, in connection with which any questions may arise, and for this purpose shall have the right to summon, question and examine any Party to this Agreement, or their Representative or Agents.

The Party of the Second Part shall be free to strike any employer who fails to make timely payment of the wages, fringe benefits or dues obligations set out in Article VII of this Agreement.

In case any dispute arises the other party shall be advised and the Business Manager or Business Agent and shop involved shall have five (5) days to settle disputes before calling meeting of Trade Board. Failing to agree a written notice of dispute shall be filed within five (5) days with the chairman of the Trade Board.

It is not necessary for either the plaintiff or the defendant to be present if the Business Manager or Business Agent and the Chairman of the Joint Trade Board agree that a letter will suffice. A letter or appearance in person shall carry equal weight. The Trade Board shall be governed by the following By-Laws: (Paragraph 5-13)

There shall be no regular meetings scheduled for the Trade Board. There shall be regular meetings for the Joint Labor/Management Cooperation Committee which shall be held on the second Thursday in February, April and October. In case of a holiday, the meeting will be held the following Thursday.

Meetings of the Joint Trade Board shall be called by the Chairman, and shall be held on weekdays (Monday through Friday).

Meetings shall be held on written request of either party within five (5) days stating object for which meeting is to be called, but no matter shall be discussed except those designated in said written request.

Four (4) shall constitute a quorum, two (2) from each side, and neither side shall cast more ballots than the other.

The vote on all questions of violations of this Agreement shall be by secret ballot.

It shall require a majority vote to carry any question or decide any issue. Any such decision shall be final and binding on all parties.

The Trade Board shall have the power to impose fines or other penalties where agreed by vote (as above provided for) that any of the articles of this Agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the Party of the First Part or its individual members or individual employer signatory to this Agreement or the Party of the Second Part, as the case may be, and the Trade Board shall see that any fines or penalties so imposed are satisfied and the disposition of monies collected shall be decided by the Trade Board.

In case of an impasse between members of the Joint Trade Board the dispute shall be submitted to the American Arbitration Association in accordance with the Voluntary Labor Arbitration rules of procedure outlined by that Association.

If either party fails to comply with the provisions of this article, or a decision of the Joint Trade Board or an Arbitrator, they shall be deemed to be in default. The Union may strike any party who is in default of this article.

ARTICLE XVI - NO STRIKE / NO LOCKOUT

During the term of this Agreement, each of the signatory parties agrees that there will be no strike, work stoppage, picketing or other disruptive activity by employees covered by this Agreement over any dispute over application of this Agreement, and no Lockout by the Employer. In the event of an area work-stoppage over Local Building Trade contract negotiations, it will not be considered a violation of this Agreement for the Employer to stop work covered by this Agreement for the duration of the area work-stoppage.

ARTICLE XVII - SUBCONTRACTING

The Employer shall notify all of its subcontractors performing job-site work within the scope of this Agreement of the provisions of the Agreement and shall require all such subcontractors to comply with all the provisions of this Agreement.

All references in this Agreement to "Employer" ("or Contractor") shall include, but not be limited to, all contractors and their subcontractors performing work within the scope of this Agreement. Any work traditionally done by Asbestos Workers whether the abatement of hazardous material or installation of insulation shall not be subcontracted to anyone other than a signatory to a local Asbestos Workers Union Agreement.

ARTICLE XVIII - SAFETY

The Employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act, OSHA, EPA and State Safety Regulations. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to insure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employee or to any other persons in the event that injury or accident occurs. The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgement from it in connection with any death or injury which occurs on the job-sites covered by this Agreement unless due to negligence of the Union. If as a result of anything contained in this Agreement or in the safety rules contained herein, any judgement of liability is entered against the Union, the Employer agrees to indemnify and keep indemnified the Union to the full extent of such

liability, as well as any costs and attorney's fees awarded against or incurred by the Union in such litigation unless such litigation or judgement is due to negligence of the Union.

Each Employer shall pay into the Safety Fund established under the Basic Local No. 6 Labor Agreement five cents (.15) per hour worked by any Employee working under the terms of this Contract.

ARTICLE XIX - SAVINGS CLAUSE

If any Article or Provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or State or Provincial Government, the Employer and the Union shall suspend the operation of such Article or Provision during the period of its validity and shall substitute by mutual consent, in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent purpose of the article or provision in question. If any Article or Provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement of the application of such Article or Provisions to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable, shall not be affected hereby.

ARTICLE XX - DURATION AND TERMINATION

This Agreement shall be in force and effect from June 1, 2016 through May 31, 2021 and from year to year thereafter, unless notice of termination or modification is given in writing by one party to the other party, not more than ninety (90) nor less than sixty (60) days prior to such anniversary date.

SIGNED AND SUBSCRIBED THIS 1ST DAY OF JUNE, 2016:

FOR: INTERNATIONAL ASSOC. OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS UNION
LOCAL NO. 6, BOSTON, MA

BY: Francis C Boudrow

Francis C. Boudrow, Business Manager

BY: John M. Lister

John M. Lister, Business Agent

BY: Edward J Zani

Edward Zani, President

FOR: INSULATION CONTRACTORS ASSOCIATON OF NEW ENGLAND

BY:

Alan Aulson for Aulson Roofing Inc

BY: Thomas Romano

BY: Blake Underhill

APPENDIX 1

DELIQUENCY PROCEDURE
ASBESTOS WORKERS LOCAL 6
PENSION, HEALTH AND WELFARE FUNDS

The current schedule of payments requires that fringe benefit contributions be remitted no later than the fifteenth (15th) day of the month following the month during which the hours were worked and for which the contributions are due. Contributions for hours worked during January are due in the Fund office no later than February 15th. Contributions for hours worked during February are due in the Fund office no later that March 15th, etc.

Contributions due on the 15th day of the month will be considered delinquent if not received in the Fund office by the close of business on the 25th day of the month (or the first business day thereafter if the 25th is not a business day). Delinquent contributions will be subject to the following interest and/or penalties:

1. Interest at the prime rate as set by Bank of America, plus 3% or
2. $100.00 per day

whichever is greater. Interest on delinquent contributions will be assessed retroactive to the due date (the 15th of the month) and will be payable for each and every day thereafter until the delinquency is paid. Penalties of $100.00 per day will be assessed retroactive to the delinquency date. Interest and/or penalty payments must accompany the payments of the delinquent contributions.

The following delinquency procedures will be in effect immediately:

1. The Trustees will notify employers in writing of the non receipt of contributions past due on the 20th day of the month. Notice will be sent by the Administrator through U.S. Mail. This written notice is not a prerequisite to becoming delinquent and failure to receive said notice shall not be a defense to delinquency.

2. The Trustees will attempt to phone past due employers on the last working day before their unpaid contributions become delinquent. This telephone notice is not a prerequisite to becoming delinquent and failure to receive said notice shall not be a defense to delinquency.

The Trustees Delinquency Subcommittee shall meet as soon as possible at some point after the close of business on the day on which unpaid contributions become delinquent, but before the first day of the next month. At that meeting, the subcommittee will decide what legal action shall be instituted to compel payment of delinquency contributions. The Union's rights under Article XI, of

the Agreement between the Insulation Contractors Association of New England and Asbestos Workers Local No. 6 of Boston shall be independent from the rights of the Trustees. Local No. 6 may exercise any and all rights it has under Article XI without prior approval to the Trustees or the Delinquency subcommittee.

The Trustees intend to institute legal proceeding to collect delinquent contributions. In any such proceedings, the Trustees will not be limited to the interest and/or penalties described herein. On the contrary, the Trustees will request the Court to grant the broadest available penalties and remedies, including, but not limited to attorney's fees.

This statement of policy and procedure is effective September 1, 1987 and is subject to revision by the Board of Trustees of the Funds.

Any Employer who issues a check to an Employee or the Trustees of nay fund referred to in this Agreement and has the check returned for insufficient funds must pay all subsequent wages, expenses and fringe benefits by Certified Check unless and until other substituted and suitable arrangements have been made in writing with the Union and the Trustees. A check shall be deemed to be returned for insufficient funds when it has failed to clear an initial deposit.

HAZARDOUS ABATEMENT ALL AREAS WAGE RATES 6-1-16 to 11-30-16

BOSTON & RHODE ISLAND AREA WAGE RATES EFFECTIVE 6/1/2016 to 11/30/16

See individual tabs for area information

HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT'L LMCT FUND	TOTAL PKG
$ 32.90	$ 11.50	$ 3.40	$ 3.70	$ 0.35	$ 0.13	$ 0.15	$ 0.05	$ 52.18

SPRINGFIELD MA & SO N H AREA WAGE RATES EFFECTIVE 6/1/2016 to 11/30/16

HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT'L LMCT FUND	TOTAL PKG
$ 29.61	$ 11.50	$ 3.40	$ 3.20	$ 0.35	$ 0.13	$ 0.15	$ 0.05	$ 48.39

MAINE & NO NH AREA WAGE RATES EFFECTIVE 6/1/2016 to 11/30/16

HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT'L LMCT FUND	TOTAL PKG
$ 26.32	$ 11.50	$ 3.40	$ 2.95	$ 0.30	$ 0.11	$ 0.15	$ 0.05	$ 44.78

DUES ALL AREAS

STRAIGHT	OVERTIME	DOUBLE
$ 1.50	$ 2.25	$ 3.00

BOSTON & RHODE ISLAND AREA WAGE RATES EFFECTIVE 6/1/2016 to 11/30/16

	HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	TRAINING FUND	INDUSTRY FUND	SAFETY FUND	INT'N'L LMCT	TOTAL PKG
MECH	$ 32.90	$ 11.50	$ 3.40	$ 3.70	$ 0.35	$ 0.13	$ 0.15	$ 0.05	$ 52.18

DUES PER HOUR

STRAIGHT	OVERTIME	DOUBLE
$ 1.50	$ 2.25	$ 3.00

The Counties of Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk Island. and Worcester in Massachusetts. The entire state of Rhode Island.

SPRINGFIELD MA & SO N H AREA WAGE RATES EFFECTIVE 6/1/2016 to 11/30/16

	HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT'N'L LMCT	TOTAL PKG
MECH	$ 29.61	$ 11.50	$ 3.40	$ 3.20	$ 0.35	$ 0.13	$ 0.15	$ 0.05	$ 48.39

DUES PER HOUR

STRAIGHT	OVERTIME	DOUBLE
$ 1.50	$ 2.25	$ 3.00

The Springfield, Massachusetts and Southern New Hampshire area includes all cities and towns in the following counties of Massachusetts: Berkshire, Franklin, Hampden, and Hampshire.
All cities and towns in the following counties of New Hampshire: Cheshire, Hillsboro, Merrimac, Rockingham, and Sullivan.
All cities and towns in the following counties of Vermont: Bennington and Windham.
In Connecticut the area includes the following: East Granby, Enfield, Granby, Hartland, Suffield and Windsor Locks Townships in Hartford County;
Canaan, Colebrook, Norfolk, North Canaan, and Salisbury Townships in Litchfield County;
Somers, Stafford and Union Townships in Tolland County; and Woodstock Township in Windham County.

MAINE & NO NH AREA WAGE RATES EFFECTIVE 6/1/2016 to 11/30/16

	HOURLY RATE	HEALTH & WELFARE	PENSION	ANNUITY	APPRENT FUND	INDUSTRY FUND	SAFETY FUND	INT'N'L LMCT	TOTAL PKG
MECH	$ 26.32	$ 11.50	$ 3.40	$ 2.95	$ 0.30	$ 0.11	$ 0.15	$ 0.05	$ 44.78

DUES PER HOUR

STRAIGHT	OVERTIME	DOUBLE
$ 1.50	$ 2.25	$ 3.00

The entire State of Maine and the following Counties in New Hampshire Belknap, Carroll, Coos, Grafton and Stratford