

JOINT AGREEMENT

BETWEEN THE

NEW ENGLAND
MECHANICAL CONTRACTORS ASSOCIATION
INCORPORATED

AND



LOCAL UNION 537

OF

THE UNITED ASSOCIATION OF
PIPEFITTERS AND APPRENTICES OF BOSTON VICINITY
OF

THE PLUMBING AND PIPE FITTING INDUSTRY IN THE
UNITED STATES, CANADA AND AUSTRALIA ~ AFL-CIO

September 1, 2017 – August 31, 2021

Dear Brothers and Sisters,

Agreement of Term – September 1, 2017 – August 31, 2021

A four year Agreement was reached between the New England Mechanical Contractors Association, Incorporated (NEMCA) and Pipefitters Association Local Union No. 537 for a wage/fringe benefit increase in the amount of \$12.00. This increase is to be spread out in six-month increments over the four year term of the contract as follows:

Effective:	9/1/2017 through 2/28/18	\$1.25 Wages plus \$.25 Pension (\$1.50 Total)
	3/1/2018 through 8/31/18	\$1.50 Wages
	9/1/2018 through 2/28/19	\$1.50 Wages
	3/1/2019 through 8/31/19	\$1.50 Wages
	9/1/2019 through 2/29/20	\$1.50 Wages
	3/1/2020 through 8/31/20	\$1.50 Wages
	9/1/2020 through 2/28/21	\$1.50 Wages
	<u>3/1/2021 through 8/31/21</u>	<u>\$1.50 Wages</u>
Total:		\$12.00

Increases will be considered wages until, and unless, any such monies are allocated to the Funds.

* Travel pay to increase to \$13.00 on September 1, 2019 and increase to \$15.00 on September 1, 2020.

**It was also agreed that the Salem Area wage rate will expire and revert to the Boston 537 Area rate at the end of this contract ending on 8/31/2021.

Your wage committee unanimously endorsed this agreement.

Fraternally,

Brian P. Kelly
Business Manager/Financial Secretary-Treasurer

WAGE AND FRINGE BENEFITS – BOSTON AREA – 537

Below is a breakdown of the new wage and fringe package effective September 1, 2017 through August 31, 2021 in the Joint Agreement between the New England Mechanical Contractors Association, Incorporated and Pipefitters Association Local Union No. 537.

9-1-17 to 2-28-2018

Apprentice Rate

Wages	\$ 51.44	1st year - 40% of Wages	\$20.58*
LU 537 Pension	\$ 10.99	2nd year - 45% of Wages	\$23.15
Health & Welfare	\$ 9.95	3rd year - 60% of Wages	\$30.86
Annuity	\$ 7.45	4th year - 70% of Wages	\$36.01
Industry Improvement	\$.25	5th year - 80% of Wages	\$41.15
Education	\$ 1.92		
Labor/Mgt. Trust Fund	\$ 1.45	*1 st year - UA National Pension only	
UA National Pension	<u>\$.30</u>		
	\$ 83.75		

Deduction from Wages

Temporary Heat

Dues Deduction	\$.78	60% rate	\$30.86
Organizing Fund	\$.10	O.T. (1 ½ times)	\$46.29
C.O.P.E.	\$.02		
Vacation Fund	*		
Public Relations	\$.04		
UA PAC	\$.05		

WAGE AND FRINGE BENEFITS – SALEM AREA – 537

9-1-17 to 2-28-2018

Apprentice Rate

Wages	\$ 47.11	1st year - 40% of Wages	\$20.58*
LU 537 Pension	\$ 10.99	2nd year - 45% of Wages	\$23.15
Health & Welfare	\$ 9.95	3rd year - 60% of Wages	\$30.86
Annuity	\$ 7.45	4th year - 70% of Wages	\$36.01
Industry Improvement	\$.25	5th year - 80% of Wages	\$41.15
Education	\$ 1.92		
Labor/Mgt. Trust Fund	\$ 1.45	*1 st year – UA National Pension Only	
U.A. National Pension	<u>\$.30</u>		
	\$ 79.42		

Deduction from Wages

Temporary Heat

Dues Deduction	\$.78	60% rate	\$30.86
Organizing Fund	\$.10	O.T. (1 ½ times)	\$46.29
C.O.P.E.	\$.02		
Vacation Fund	*		
Public Relations	\$.04		
UA PAC	\$.05		

*Vacation Fund: There are six (6) options available for vacation money to be withheld from the employees' pay: 1) No money taken out, 2) One (\$1.00) dollar per hour taken out after taxes and 3) Two (\$2.00) dollars per hour taken out after taxes, 4) Three (\$3.00) dollars per hour taken out after taxes, 5) Four (\$4.00) dollars per hour taken out after taxes, 6) Five (\$5.00) dollars per hour taken out after taxes. Only one declaration of the options can be taken when initially hired, or in the month of January in each calendar year.

Travel expense is \$11.00 per day until 8/31/19, 9/1/19-\$13.00 per day until 8/31/20 and 9/1/20-\$15.00 per day.

Please notify your payroll department to make the necessary adjustments on the wage and fringe reporting forms.

Index

<i>Article</i>	<i>Recognition</i>	<i>Page</i>
	Duration	1
	Wage and Fringe Benefits	2
	Preamble	4
	Agreement	4
I	Recognition	5
II	Hiring of Men	6
III	Joint Trade Board	8
IV	Fringes	8
	Health and Hospitalization Trust Fund	9
	Pension Trust Fund	9
	Deferred Income Annuity	9
	Education Trust Fund	10
	Vacation Fund	10
	Political Action Fund, Organizing Fund, Public Relations and Dues Check Off	10
	Industry Improvement Fund	11
	Payments of Contributions	11
V	Apprentices	12
VI	Temporary Heat	12
VII	Payment of Wages	14
VIII	Rules	16
IX	Favorable Conditions	17
	Decisions	18
	Legality	20
X	Duties	20
	Trade Line Agreement	22
	Market Recovery Plan	26
	Drug Testing Policy	27
	Towns and Cities within Jurisdiction	29
	Individual Assents	30

PREAMBLE

AGREEMENT made as of the first day of September, 2017, by and between the NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION INCORPORATED, hereinafter designated "EMPLOYER" and PIPEFITTERS ASSOCIATION LOCAL UNION NO. 537 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES, CANADA AND AUSTRALIA, is entered into for the purpose of establishing fair, uniform and settled conditions between said parties; facilitating the adjustment of grievances and disputes which may arise between the employer and the mechanics in the pipefitting trade and adequate and proper installation of heating, cooling, air conditioning and systems. This Agreement is binding upon both parties through their committees appointed for the purpose.

AGREEMENT

AGREEMENT made as of the first day of September, 2017, by and between the NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION INCORPORATED, hereinafter referred to as "Association", on behalf of all its members, and those contractors who have in writing, authorized the Association to serve as Collective Bargaining Agent, whose principal and/or usual place of business is within the territory of Pipefitters Association Local Union 537 (including such as may become members thereof during the life of this Agreement) hereinafter, designated as the "EMPLOYERS" or "EMPLOYER" and PIPEFITTERS ASSOCIATION LOCAL UNION NO. 537 OF THE UNITED ASSOCIATION OF PIPEFITTERS OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES, CANADA AND AUSTRALIA, AFL-CIO, hereinafter referred to as the "UNION" (which term shall refer to the members of the Union collectively or individually where the context so requires or admits).

This Agreement shall become binding upon both parties when the Presidents and Secretaries of the Association and the Union have signed it in duplicate, and will expire August 31, 2021.

This Agreement which is in force and effect until August 31, 2021, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it can be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement.

WITNESSETH:

NOTE: Any reference to he/him/his shall be construed as either gender.

WHEREAS, the purpose and intent of this Agreement is:

- (a) To establish and set forth rules and regulations to govern employment, wage scale, craftsmanship, qualifications and working conditions of Journeymen, Apprentices, and;
- (b) To encourage close cooperation a better understanding between the Employer, employee-members of this particular craft, to the end that a satisfactory, continuous and harmonious labor relationship will exist between both parties to this Agreement.

NOW THEREFORE, it is mutually covenanted and agreed as follows:

ARTICLE I

Recognition

SECTION 1. The Union is the sole collective bargaining agency for Journeymen, and Apprentices, performing the work of erecting, installing, joining together, dismantling, adjusting, altering, repairing, maintaining and servicing any and all types of heating, pipe laying, piping, refrigeration and air conditioning systems and equipment for any and all purposes in the territory in which the Union has been or may hereafter be granted jurisdiction over such work by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States, Canada and Australia, AFL-CIO.

SECTION 2. All Employees covered by this Agreement who are Employees of the Employer on the date of execution and delivery of this Agreement, if not already members of the Union, and all new Employees shall become members of the Union in good standing not later than seven (7) days from said date or from their date of hire, whichever is the later, and all such Employees including those already members of the Union, shall thereafter continuously remain such members in good standing as a condition of their continued employment hereunder.

SECTION 3. (a) The Union agrees to accept into membership, without discrimination because of age, race, creed, color, sex or national origin, all Employees, who, by the terms of this Agreement, are required to become and remain members of the Union as a condition of their continued employment hereunder, provided they meet the standards and qualifications for admission and except for expelled, suspended or otherwise disciplined members of the Union. If the Union shall decide not to admit as members, any Employees deemed not qualified for admission into the Union or if the Union shall elect not to readmit any expelled, suspended or otherwise disciplined members, then the Union agrees that all such employees or members which it declines to admit into membership or to readmit or reinstate, may continue to be employed hereunder without becoming and remaining members of the Union, in good standing.

(b) Whenever the Union shall charge that any employee covered by this Agreement and acceptable has failed to become or remain a member in good standing the Union, as required by this Agreement, such charge and a request by the Union for the discharge of such employee shall be made in writing by registered mail, return receipt requested to the Employer, and such written charge and request shall be signed by the Business Agent and Secretary Treasurer of the Union. The Employer shall have fourteen (14) days after receipt of such written charge and request executed as aforesaid within which to comply with this Agreement by discharging such Employee and if the Employer fails or refuses to discharge such Employee within said fourteen (14) day period, then the Union may, at its option, submit the matter to arbitration, as provided in this Agreement. If the Employer fails or declines to join with the Union in submitting said issue to arbitration, then such failure or refusal on the part of the Employer shall be deemed to release the Union from any and all obligation to comply with the no strike articles and provisions of the Agreement with reference to the individual Employer member involved.

SECTION 4. For all new Employees there shall be a trial period of seven (7) calendar days within which the Employer may for any reason the Employer deems good and efficient, discharge such Employees, and there shall be no recourse thereof under this Agreement.

SECTION 5. The direction of the working forces and the operation of the business, including the right, subject to the provisions herein set forth and without limiting the generality of the foregoing, to hire, discharge, transfer within its own organization or relieve Employees from duty, is vested exclusively in the Employer, provided there is no violation of the provisions of this Agreement.

SECTION 6. A Journeyman shall mean a heating, piping, refrigeration and air conditioning mechanic who has been actually engaged in learning and working at the trade of installing and servicing heating, pipe laying, piping, refrigeration and conditioning systems and equipment for a period of five (5) years or more and who has proven his ability to perform requisite mechanical work relating to the construction, installation, service or maintenance of heating, piping, refrigeration and air conditioning systems and equipment by obtaining the approval of the Joint Hiring Committee. The Joint Hiring Committee is authorized to alter the aforementioned requirements of five (5) years or more of actual learning and working experience in the event an Employee is determined to be otherwise qualified to become a Journeyman. All Employees currently recognized as Journeymen shall continue as such.

SECTION 7. An Apprentice shall mean a person who is engaged in learning and assisting in the trade of installing and servicing any and all types of heating, pipe laying, piping, refrigeration and air condition systems and equipment under the apprenticeship program and who does not qualify as a Journeyman.

SECTION 8. Employees who do not qualify as Journeymen or Apprentices under the provisions of Section 6 and 7 of this Article, shall be considered for acceptance as Journeymen Metal Tradesmen or Apprentice Metal Tradesmen, as the case may be.

ARTICLE II Hiring of Men

SECTION 1. *Qualified Craftsmen.* Employers shall only employ qualified Journeymen Pipefitters. Journeymen Pipefitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the 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 and Training or State Division of Apprentice Training.

(b) Have previous employment as a Journeyman Pipefitter with a Signator 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 Pipefitter. Any question as to what constitutes a “competency” examination shall be resolved by the Joint Hiring Committee hereinafter established under this Agreement.

SECTION 2. *Hiring.* Qualified Journeymen can solicit their own jobs and Employers shall have freedom of selectivity in hiring qualified Journeymen and may hire at job site. Employers may call the Union for qualified Journeymen Pipefitters. Whenever an Employer decides to obtain Journeymen Pipefitters from the Union on any job, he shall notify the Local Union 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.

SECTION 3. *Non-Discriminatory Hiring.* The selection of applicants by signatory Employers shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, age, race, creed, color, sex or national origin.

SECTION 4. Apprentices. Employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in other provisions of the Agreement.

SECTION 5. Shop Steward. A Steward shall be a working Journeyman appointed by the Business Manager or Business Agent of the Local Union who shall in addition to his work as a 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.

The Steward shall not be fired or laid off until the Business Manager or Agent is contacted and the matter discussed with him.

SECTION 6. Foreman. (a) Foremen shall be selected and hired solely by the Employer and shall be a member of Pipefitters Association Local Union 537, he shall act as agent of the Employer and Employee and shall not apply or attempt to apply any regulation, rule, by-law or provision of the Union Constitution in any respect, or any obligation of the Union membership. Foremen shall notify Union Office location of all new jobs starting.

(b) Foreman shall be paid a minimum of \$2.50 over the Journeyman Rate.

(c) Power Plants, Gas Plants – As per Area Practice. General Foreman – 25%,
Area Foreman – 15%, Foreman – 10%.

SECTION 7. Recognition. Contractors recognize the Union as the sole and exclusive bargaining representative for all Journeymen Pipefitters and Apprentices in the employ of the Employers with respect to wages, hours and other terms and conditions of employment.

A copy of Individual Assent, as shown on page 30 of this contract, of contractors who are not represented by the Association as collective bargaining agents, will be made available to the New England Mechanical Contractors Association Incorporated, on request.

SECTION 8. Bona Fide Employer. Union will not enter into any agreement with, nor permit any of its members to perform work for any person, firm or corporation engaging in the heating, air conditioning, piping, oil burner and/or refrigeration business which does not:

- 1) Maintain an established, permanent place of business.
- 2) Be a recognized heating contractor or oil burner contractor holding a certificate of competency issued by the Commonwealth of Massachusetts, or piping contractor, or air conditioning contractor, or refrigeration contractor.
- 3) Be adequately covered by Workers' Compensation Insurance and public liability and property damage insurance, and file a certificate of such coverage with the Union.
- 4) Satisfy the officials of the Union that it has sufficient financial standing to permit it adequately to meet payroll requirements.
- 5) Have sufficient tools and equipment in good condition to permit its employees to carry on their work with a high standard of workmanship.

ARTICLE III
Joint Trade Board

SECTION 1. There shall be a Joint Trade Board consisting of six (6) members, three (3) members of the New England Mechanical Contractors Association, Incorporated, and three (3) members of Pipefitters Association Local Union No. 537. Said Joint Trade Board shall have the right to investigate all labor operations of the parties to this Agreement within its prescribed limits so far as any of the provisions of this Agreement are involved, in connection with which any question may arise, and for this purpose shall have the right to summon, question and examine any party to this Agreement, or other representatives or agents. There shall be no lockouts, except when ordered by a Building Trades Contractors Association; or strikes except when of a general nature and ordered by a Building Trades Council with the approval of the United Association. Trade disputes shall be settled without cessation of work and in cases where the parties to this Agreement fail to agree, the matter in dispute shall be referred to the Joint Trade Board.

In case any dispute arises, notice must be given in writing to the Secretary of the Joint Board by the aggrieved party, within two (2) days.

The Joint Trade Board shall be governed by the following by-laws:

1. Regular meetings shall be held quarterly, in January, April, July and October.
2. Special meetings shall be called by the chairman of the Joint Trade Board on written request of either side, stating object for which meeting is to be called and no matters shall be discussed at special meetings except those designated in said written request.
3. Four (4) shall constitute a quorum, two (2) for each side, and neither shall cast more ballots than the other.
4. The vote on all questions of violations of this Agreement shall be by secret ballot.
5. It shall require a majority vote to carry any question.
6. The Joint Trade Board shall consider and decide an alleged violation of this Agreement on the part of any Signator, after said Signator has been notified in writing by the Secretary of the Joint Trade Board, and given the right to appear at the called meeting, to present his case, and agrees to abide by the decision rendered.
7. The Joint Trade Board shall have the power to censure and/or to impose reasonable fines or penalties where agreed to vote (as above provided for) that any of the articles of this Agreement have been violated. Such fines or penalties shall be imposed against said violator and the Joint Trade Board shall see that any fines or penalties so imposed are satisfied and the disposition of monies so collected shall be decided by the Joint Trade Board.

ARTICLE IV
Fringes

The Employer agrees to pay Journeymen Pipefitters and/or Pipe Layers Wages at the rate shown on page 2 of this contract. Fringes will remain as shown throughout the entire Agreement, September 1, 2017 to August 31, 2021 unless changes are mutually agreed to.

In the event that the government, Federal or State, takes over the Health and Hospitalization Trust Fund and/or the Pension Trust Fund provided for in the 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 Trust 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 a Federal or State Plan.

Health and Hospitalization Trust Fund

The Employer and the Union do hereby agree to maintain a Health and Hospitalization Trust Fund in accordance with the Trust Agreement that has been established and approved by both parties to this Agreement. The Employer agrees to pay and contribute to said Fund the sum noted on the Wage and Fringe Benefit Schedule on page 2, for each hour worked for all Journeymen and Apprentices in the employ of the Employer.

The Fund will be administered in strict compliance with Section 302 (c) of the Labor Management Relations Act, the Internal Revenue Code and other applicable law, and that Counsel for the Funds will supply the Association and Employers with satisfactory evidence of such compliance as required.

“The Trustees of the Pipefitters’ Local Union 537 Pension 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 fund’s jurisdiction, will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements.”

Pension Trust Fund

The Employer and the Union do hereby agree to maintain a Pension Trust Fund in accordance with the Trust Agreement that has been established and approved by both parties to this Agreement. The Employer agrees to contribute to said Fund, the sum noted on the Wage and Fringe Benefit Schedule on page 2, for each hour worked by Journeymen and Apprentices in the employ of the Employer.

The fund will be administered in strict compliance with Section 302 (c) of the Labor Management Relations Act, the Internal Revenue Code and other applicable law, and the Counsel for the Funds will supply the Association and Employers with satisfactory evidence of such compliance as required.

“The Trustees of the Pipefitters’ Local Union 537 Pension 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 fund’s jurisdiction, will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the term of such reciprocal agreements.”

Deferred Income Annuity

The Employer and the Union do hereby agree to maintain a Deferred Income Annuity in accordance with the Trust Agreement that has been established and approved by both parties to

this Agreement. The Employer agrees to pay and contribute to said Fund the sum noted on Wage and Fringe Benefit Schedule on page 2, for each hour worked for Journeymen and Apprentices in the employ of the Employer.

This fund will be administered in strict compliance with Section 302 (c) of the Labor Management Relations Act, the Internal Revenue Code and other applicable law, and that Counsel for the Funds will supply the Association and Employers with satisfactory evidence of such compliance as required.

Education Trust Fund

The Employer and the Union do hereby agree to maintain an Educational Trust Fund for the training of Apprentices and Journeymen in accordance with the Trust Agreement that has been established and approved by both parties to the Agreement. The Employer agrees to pay and contribute to this Fund the sum noted on Wage and Fringe Benefit Schedule on page 2, for each hour worked for all Journeymen and Apprentices in the employ of the Employer.

This fund will be administered in strict compliance with Section 302 (c) of the Labor Management Relations Act, the Internal Revenue Code and other applicable law, and that Counsel for the Funds will supply the Association and Employers with satisfactory evidence of such compliance as required.

Vacation Fund

(a) Vacation Fund jointly administered by both parties. The Employer agrees to withhold from net wages (after tax deductions) due all Journeymen in the employ of the Employer, in accordance with the Trust Agreement that has been established and approved by both parties to the agreement. There are six (6) options available for vacation money to be withheld from the Employees' pay, 1) No money taken out, 2) One (\$1.00) dollar per hour taken out after taxes, 3) Two (\$2.00) dollars per hour taken out after taxes, 4) Three (\$3.00) dollars per hour taken out after taxes, 5) Four (\$4.00) dollars per hour taken out after taxes or 6) Five (\$5.00) dollars per hour taken out after taxes. Only one declaration of the options can be taken when initially hired, or, in the month of January in each calendar year.

(b) Each Employee from whose wages such deductions are to be made shall have filed with his Employer a written request and authorization therefore satisfactory in form and substance to the Employer.

(c) The Union shall indemnify and save each Employer harmless against any and all claims and liability which may arise out of, or come into being by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

Political Action Fund, Organizing Fund, Public Relations and Dues Check Off

SECTION 1. It is agreed that the Employer shall deduct the amounts as noted on Wage and Fringe Benefit Schedule on page 2, from net wages after taxes, for each and every hour worked by all Employees covered by or receiving benefits provided for in this Agreement for all jobs falling within the jurisdiction of this Agreement. All such deductions shall be reported monthly on one form along with the other fringe benefit fund payments provided for in this Agreement.

SECTION 2. The Union shall indemnify and hold harmless the Employer from any claims arising under this Article including the furnishing of Counsel to defend against any such action.

SECTION 3. Any Employer who fails to send the payment and the reports due under the Dues Deduction system as provided in this Article shall, be considered in violation of this Agreement.

SECTION 4. It is agreed by the parties to this Agreement, that the Working Dues Deductions will be allocated as noted on the Wage and Fringe Benefit Schedule on Page 2.

Organization Fund
C.O.P.E. / *Political Action Fund
Dues Deduction
Public Relations Fund

*The Political Action Fund may also be known as the C.O.P.E. FUND, and is funded by a voluntary contribution per payroll hour, as noted on the Wage and Fringe Benefit Schedule on page 2, the purpose of which shall be to enable the Local to participate more fully in matters affecting the welfare of its members.

SECTION 5. It shall be the sole responsibility of the Local to procure pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, the signed individual authorization of every Employee subject to this Agreement, both present and future.

Industry Improvement Trust Fund

The Employer and Pipefitters Local Union 537 do hereby agree to maintain an Industry Improvement Fund to be used for the purpose of protecting and promoting the general welfare of the heating, piping, air conditioning, and refrigeration contracting industry in accordance with the Trust Agreement that has been established and approved by both parties to this Agreement. The Employer agrees to pay and contribute to said Industry Improvement Fund, the sum noted on the Wage and Fringe Benefit Schedule on page 2, each hour worked for all Journeymen and Apprentices in the employ of the Employer.

Payments and Contributions

Payments of contributions to all of the above Funds shall be due and payable monthly to a depository designated by the respective Trustees thereof, not later than thirty (30) days following the end of that month for which contributions are due. In addition to any other remedy provided by law, both parties agree to the following:

- (a) Delinquent payments shall bear interest at the rate of three percent (3%) per month.
- (b) In the event that any suit is brought against an individual Employer for enforcement of this Agreement, if the decision is adverse to the Employer, said Employer shall pay all court costs and reasonable attorney's fees and disbursements in connection with such action.
- (c) During any period of delinquency of payments, the Union shall have the right to remove all Employees of the delinquent Employer from that work for that Employer, but in such event this Agreement shall remain in full force and effect during the period of delinquency.
- (d) Payment of contributions to all of the above Funds shall be due and payable monthly to a depository designated by the respective Trustees thereof, not later than thirty (30) days following the end of that month for which contributions are due, and shall be individually secured by each Employer with a Bond. Such Bond shall run to the Trustees of the various Funds. In the event of default of appropriate payment to the various Funds described in Article IV, the Surety shall agree to be responsible to the various Funds in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

To insure compliance with the above provisions, it is mutually agreed that the designated depository shall file copies of all employer reports to the Chairmen of each of the aforementioned Funds, not later than thirty (30) days following the end of the month for which the contributions are due.

ARTICLE V Apprentices

SECTION 1. Apprentices shall receive wage adjustments at each period when the Journeymen receive a wage change until they have completed five (5) years of Apprenticeship training. Such Apprentices shall be paid a percentage of the wages paid to Journeymen effective September 1, of each year as follows:

First Year	40% of Journeyman's Wage
Second Year	45% of Journeyman's Wage
Third Year	60% of Journeyman's Wage
Fourth Year	70% of Journeyman's Wage
Fifth Year	80% of Journeyman's Wage

SECTION 2. Apprentices shall not be eligible for examination as mechanics until they have been working five (5) years in the trade.

SECTION 3. The ratio of Apprentices may equal but not exceed, one (1) Apprentice for three (3) Journeymen; three (3) Apprentices for fifteen (15) Journeymen, and one (1) additional Apprentice for each ten (10) Journeymen over fifteen (15). Employers with five (5) or more Journeymen employed within the jurisdiction of the Union, MUST employ at least one (1) Apprentice. There shall be no work restrictions on Apprentices. No Apprentice shall act as a Foreman over Journeyman.

SECTION 4. There shall be a Joint Apprenticeship Committee of six (6) members, three (3) representing the Employers and three (3) representing the Union. This Joint Committee shall have control over all matters relating to apprentice training and shall make rules and regulations governing education and craft training of all Apprentices.

SECTION 5. Applicants for Apprentice Training shall be selected without discrimination as to race, creed, color, sex or national origin.

SECTION 6. All new Apprentices will be part of a five year Apprentice Program. There will be no Pension Fund contribution for the first year Apprentices. All other fringe benefits will be paid. Pension contributions will begin at the start of the Apprentice's second (2nd) year.

ARTICLE VI Temporary Heat

1. Pipefitters shall have jurisdiction over the operation and/or emergency maintenance of all temporary heat work whenever temporary heat is on a building structure or addition thereto, regardless of the source of heat supply.
2. Pipefitters working on temporary heat shall work in shifts of eight (8) consecutive hours, but not exceed fifty-six (56) in any one week, except as hereinafter provided or unless authorized by the Business Manager or Agent, or the Employer.

3. Shift shall start between the hours of 6:00 a.m. and 8:00 a.m. and proceed as follows;
 - a. 6:00 a.m. – 8:00 a.m. to 2:00 p.m. – 4:00 p.m.
 - b. 2:00 p.m. – 4:00 p.m. to 10:00 p.m. – midnight
 - c. 10:00 p.m. – midnight to 6:00 a.m. – 8:00 a.m.

(Please also refer to Article VII, Rule 1, regarding Flexible Time)

4. Pipefitters 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 permitted to leave the job for meals or for any other reason during the shift.
5. The number of shifts required will be determined by the Employer, but the starting and completing hours of any shift shall not vary from foregoing schedule. Split shifts will not be permitted.
6. It shall be the duty of the Job Stewards to report to the Secretary of Local 537, all jobs on which it appears temporary heating will be required. When the equipment is ready for temporary operation, he shall again notify the Secretary who in turn will notify the Employer that a Pipefitter Journeyman will be required for such operation.
7. The responsibility of providing temporary heat is vested in the Employer and under no consideration is he to delegate it to anybody else.
8. Pipefitters working on temporary heat shall do any emergency work required to protect the Employer's interests in connection with temporary heat operation and/or maintenance.
9. Any use of the heating system prior to its completion shall be considered temporary operation.
10. The rate of wages for Pipefitters engaged in maintaining and operating heating systems being used for Temporary Heat shall be as follows:

60% of Journeyman Pipefitters Wage
11. Whenever a job is manned by U.A. Local 537 personnel, the heating system may be used without an attendant.

These rates are based on the stipulation that the provisions of Article VII, Rule 1, 2 and 3, shall not apply and that the men will work a fifty-six (56) hour week with forty (40) hours being at the straight time rate and the additional sixteen (16) hours will be paid at one and one-half (1½) times these straight time rates. When periods of less than fifty-six (56) hours are involved, they shall be paid for in accordance with a schedule to be drawn up and agreed upon by representatives of the Employers and Employees.

On the day shift, the Saturday, Sunday and Holiday rate for members not working a fifty-six (56) hour week shall be one and one-half (1½) times the temporary heat rate.

In any event, when shifts are eight (8) hours or more, the rate of pay shall not exceed one and one-half (1½) times the temporary heat rate. When shifts are less than eight (8) hours, the regular rate of Pipefitters shall be paid. In addition to the above wage rates, the same contributions as covered in Article IV with regard to Health and Hospitalization, Pension, Deferred Income Annuity, Educational, Vacation, Political Action, Organizing Fund, Dues Check Off and Industry Improvement Funds shall be made by the Employer for all Employees working as Temporary Heat people.

ARTICLE VII

Payment of Wages

All members shall be paid weekly and in no case, shall more than four (4) days pay be held back at the end of the week. Wages shall be payable by check or cash weekly, on the job or at the office of the Employer by quitting time. Also by Direct Deposit, only with permission of said Employee. Any contractor, who issues a check which subsequently is returned for insufficient funds, shall for the remainder of the life of this Agreement, make all payments in United States legal tender money.

Employees reporting for work and not employed that day, shall receive two (2) hours pay unless notified the previous day not to report, except when weather or strike conditions make it impossible for the Employer to put such Employees to work or when stoppage of work is occasioned thereby, or when Employee leaves work on his own accord.

Members shall not be required to report at the shop or office prior to fifteen (15) minutes before starting time. Any member required to remain at the shop or office more than one (1) hour after starting time or not put to work by his Employer, shall receive not less than two (2) hours pay.

There shall be no layoffs on Monday.

Members laid off for lack of work shall be notified at least one (1) hour before quitting time and shall be paid a full day's pay for the last day employed.

Rule 1. Regular Hours, Flexible Start. Eight (8) hours shall constitute a day's work, starting between the hours of 6:00 a.m. and 8:00 a.m. and ending between the hours of 2:30 p.m. and 4:30 p.m. with a one-half (1/2) hour lunch; Monday, Tuesday, Wednesday, Thursday and Friday, making forty (40) hours constitute a week's work. Members shall report in sufficient time to permit them to begin use of tools between 6:00 a.m. and 8:00 a.m., and shall make no preparations for terminating their day's work until fifteen (15) minutes before quitting time. During that fifteen (15) minute period, the time shall be spent picking up and putting away Employer's tools and equipment. No Member shall leave the job site until between 2:30 p.m. and 4:30 p.m. with respect to their start time.

Rule 2. Overtime. The first two (2) hours worked immediately following the work day shall be paid at time and one-half (1½) time. The regular work day on Saturday, eight (8) hours shall be paid at time and one-half (1½) time. All other hours of overtime shall be paid at double the normal rate.

Rule 3A. Shift Work / Industrial Maintenance. Industrial Maintenance Repair and Renovation work in excess of five (5) working days may be done under the terms and conditions of the National Industrial Maintenance Agreement.

Rule 3B. Shift Work / Other Than Industrial Maintenance. When required by Owner to secure work for Members covered under this Agreement, shift work in excess of five (5) days, will be implemented subject to the permission of the Business Manager.

The intention of this section is to secure work that could not be competitively performed under the existing terms of the Working Agreement.

The Agreement does not cover work performed by the Contractor of a new construction nature in which event, said work shall be done in accordance with the existing building construction agreement.

A man may work on only one (1) shift per day.

There shall be no split shifts.

There shall be no shift work performed during the normal working day.

All shifts will be a minimum of eight (8) hours. All time worked prior to Midnight is at the hourly rate, plus 10%. All time worked after Midnight is at the hourly rate, plus 15%.

Rule 4. Holidays. Any Holiday falling on Sunday, the day celebrated as such, shall be considered a Holiday. None other than emergency work shall be performed on a legal Holiday. The following days shall be considered holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Or the day celebrated as such.

Should any Employer observe any other holiday or, be required to observe any other holiday by shutting down the job on said day, each Member employed on that job who cannot be employed elsewhere by the Employer on said day, shall be paid eight (8) hours pay for that day. Such alternate employment will be equally divided among members on the job.

Rule 5. Fares and Traveling Expense. Workmen going from the shop to their work, or from their work to the shop when the distance is more than one (1) mile shall be allowed necessary fares.

Any Workman employed outside the jurisdiction of Local Union 537, shall receive traveling expenses to and from the place where the work is located for as many trips as he is directed by his Employer to make. He shall at the option of the Employer, board at the place where his work is located or go to and from the job daily. If directed to board where work is located, he shall be paid each week, a sum equal to the amount paid for board and room.

All time properly employed in traveling during regular working hours shall be paid for on single time. When traveling outside regular working hours single time not exceeding a total of eight (8) hours in any one (1) day shall be paid, and berth shall be provided when necessary.

If a Workman leaves his work before it is completed and without the consent of his Employer, it shall be on his own time and at his own expense.

Rule 6A. Travel Expense. On jobs located within the jurisdiction of Local Union 537, the Contractor agrees to pay \$11.00 dollars per day until 8/31/19, 9/1/19-\$13.00 per day until 8/31/20 and 9/1/20-\$15.00 per day.

On all jobs located within the jurisdiction of Local Union 537, Workmen shall be on the job at (*Refer to Article VII, Rule 1 regarding flexible time*) and remain on the job during the regular working hours.

Rule 6B. When traveling outside the jurisdiction of Local Union 537, the approved IRS mileage rate will apply.

For purposes of clarification, the mileage will be calculated from the Massachusetts State House to the City or Town Hall of the Employee's destination. This expense is above and beyond the travel expense for jobs within the jurisdiction of Local Union 537.

ARTICLE VIII

Rules

Rule 1. There shall be no limiting of the amount of work a man shall perform during the working hours.

There shall be no restriction as to the use of machinery or tools.

There shall be no restriction as to the use of any manufacturer's material unless three (3) months' notice has been given to the Employer.

It shall be optional with the Employer whether pipe cutting and threading and screwing on of fittings be done at the shop or on the job.

All pipe four (4) inch and under, shall be cut and fittings made on by Employees covered by this Agreement except in cases where there is less than fifty (50) feet of pipe, 2-1/2 to 4 inches in size. In case the Employer places a machine on the job, it shall be operated by employees covered by this Agreement. It shall be the duty of Employees covered by this Agreement, to take all measures on the job and send in a sketch for the same. Flanges are expected from this rule, also box coils and nipples twelve (12) inch and under.

Rule 2. Staging. It shall be the duty of the Employer to furnish proper and sufficient staging material and rigging for the safety of the men.

Rule 3. The Employer is to provide welder's gloves, helmet and sleeves as necessary for the performance of the work.

Rule 4. A list of individual members of either organization shall be furnished by the respective Secretaries on request.

Rule 5. When doing work outside the jurisdiction of Local Union No. 537, the Employer agrees to employ one (1) Pipefitter covered by this Agreement on such work.

Rule 6. There shall be two (2) men employed on the erection or installation of piping, two (2) inch and over in diameter. This rule shall not apply to jobbing work. Definition of jobbing work is work requiring five (5) days time or less.

Rule 7. On any job requiring four (4) men or more, a Shop Steward may be appointed by the Business Manager or Agent of the Union, who shall immediately notify the office of the Employer of the name of the Shop Steward so appointed.

Rule 8. Employers shall be required to carry insurance in compliance with the requirements of the Workers' Compensation Act.

Rule 9. The cutting and dismantling of boilers, tanks and other heating materials which are to be removed for junk, shall be performed by the Pipefitter.

Rule 10. All hanger rods $\frac{3}{4}$ inch in diameter and smaller shall be cut by Journeyman or Apprentice members of the Union.

Rule 11. The Employer shall notify the Secretary of Local No. 537 of any contract or order for work outside the jurisdiction of Local No. 537.

Rule 12. All Pipefitters working on jobs where overtime work is involved must have the preference of overtime work.

Rule 13. There shall be no discrimination against any Journeyman because of race, creed, color, sex or national origin.

Rule 14. Both parties to this Agreement agree to be bound by Industries, Bulletin 12 “Rules and Regulations for the Prevention of Accidents in Construction Operation” issued by the Department of Labor and Industries, Commonwealth of Massachusetts.

Rule 15. All new members of Pipefitters Local Union 537 are to receive Certification as having completed the prescribed ten hour, OSHA Course at no cost to the Employer.

Rule 16. On all jobs with six (6) men or more, there shall be a heated shack.

Rule 17. The following awards rendered by the National Board for the Settlement of Jurisdictional Disputes shall be accepted by both parties to this Agreement.

Rule 18. There will be a fifteen (15) minute a.m. coffee break.

Rule 19. There will be a fifteen (15) minute p.m. paid break after ten (10) hours of work.

Rule 20. Cell phone usage is prohibited during working hours, unless for authorized use by the Employer.

ARTICLE IX Favorable Conditions

In the event that the Union shall enter into any Agreement with any Employer which contains any terms or conditions more favorable or advantageous terms and conditions than those contained herein, then such more favorable or advantageous terms and conditions shall, at the option of the Employer herein, be deemed to be incorporated herein.

DECISIONS

Rendered by the National Board of Jurisdictional Awards in the Building Industry

(A) **Air Coolers, Air Washers and Blowers**
Consisting of Assembling of Sheetmetal and Pipefitting
Decision rendered March 11, 1920

Section 1. That all sheetmetal work of No. 10 gauge or lighter, when used on airwashers, fans, blowers, or on the housing of same shall be recognized as being the work of Sheetmetal Workers.

Section 2. That all pipe fittings in connection with the above first Section shall be recognized as being the work of Steamfitter.

Section 3. It being thoroughly understood by all the undersigned, that all the assembling and erecting of the work as defined in Section 1, shall be the work of the Sheet Metal Workers, excepting pipe fittings of all kinds, which shall be the work of the Steamfitter and Steamfitter Apprentice.

(B) **Pipe Railing or Guards for Enclosures, Stairways, Hatches, Etc.**
To Include Low Pressure Decision
Decision rendered March 11, 1920

Pipe railing consisting of standard sized cut and threaded pipe, not used in connection with structural or ornamental iron work is the work of the Steamfitter.

(C) **Acetylene and Electric Welding**
Decision rendered April 28, 1920

Each Trade to have jurisdiction over all acetylene and electric welding when such process is used to perform the work of their respective trades.

(D) **Installation of Air Piping in Connection with Elevator Door Locks**
Decision rendered November 11, 1925

When the compressor is used only for elevator work, the work from the water main to the compressor and return shall be the work of the Plumbers and Steamfitters. The elevator constructor shall set the compressor and do all work between the compressor and the locking device, but when the compressor is used for other purposes than elevator work, then the compressor shall be set by the Plumbers and Steamfitters and the elevator constructor shall do the necessary piping from the compressor to his work only, all other work to be done by the Plumbers and Steamfitters.

(E) **Cutting of Chases and Channels in Brick, Tile and Other Masonry**
Decision rendered May 5, 1926

Inasmuch as no other trade except the Bricklayers, Plumbers, Steamfitters and Electricians have claimed this work, it is decided that the cutting of chases and channels in brick, tile and other masonry is the work of the Bricklayers, except that Plumbers and Steamfitters and Electricians shall have jurisdiction to do cutting where required for the installation of their respective work.

DECISIONS

Rendered by the National Joint Board for Settlement For Jurisdictional Disputes

Pre-Heating and Stress Relieving of Welds

Decision of Joint Board No.2 – Rendered September 24, 1948

The installation of induction pre-heating and stress relieving equipment, including the rapping of coils is the work of the International Brotherhood of Electrical Workers.

The installation of manufactured resistance coils shall be the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry.

The operation of the pre-heating and stress relieving equipment and instruments for pipe welding is the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry.

Copper Piping in Breweries

Decision of Joint Board No. 3 – Rendered August 20, 1948

Then installation of streamlines and other manufactured copper pipe or fittings for beer lines, wort lines, yeast lines, CO₂ lines is the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States of America, Canada and Australia. The installation of copper attemperator coils in the interior of tanks and vats in breweries is the work of the Coppersmiths, members of the Sheet Metal Workers International Association.

Low Pressure (rehearing)

Decision rendered August 2, 1923

During the completion of the heating system while the building is under construction, the jurisdiction shall rest with the Steamfitters until the general test has been made and the work accepted by the owner or his agent.

Operation of Gasoline Driven Electric Generators for Welding

Decision of Joint Board No. 17 – Rendered October 27, 1948

After consideration of the evidence and arguments advanced by all parties, the Joint Board decides that the work in dispute is covered by Resolution 124 (American Federation of Labor, Norfolk Convention) and is the jurisdiction of the International Union of Operating Engineers.

(William E. Maloney, General President of the International Union of Operating Engineers, under date of October 28, 1948, instructed every Local to “Refrain from demanding an operator on gasoline driven engines furnishing power to drive electric generators when one machine (no larger than 300 amperes) is involved on the project. When two (2) or more machines of this size or one (1) or more machines of a larger size are utilized on the project the International Union of Operating Engineers will assert its jurisdiction”)

Legality

Should any competent authority, Federal, State, County or City, question the legality of any part of this Agreement, the Joint Trade Board is authorized to confer at the earliest opportunity with such competent authority as to the questioned sections of this Agreement, and to take such steps as the Joint Trade Board may deem advisable to amend this Agreement so as to remove from it such questioned section or portion thereof.

ARTICLE X Duties

The following are recognized duties of a Pipefitter and both parties to this Agreement hereby pledge themselves to confine the performance of said duties strictly to our craft. "Any items contained in Article X which also appear in the Trade Line Agreement between Plumbers Local 12 and the Pipefitter Local 537, adopted May 2, 1969, the Trade Line Agreement shall take precedence."

1. The handling of all material unloading at the building. The setting of boiler fronts, attaching of all pipe work and trimmings. The setting and assembling of all superheaters and economizers, the setting of water tube boilers and the handling and setting of fronts and castings for same. The rough setting of tubular and internally fired boilers shall be left optional with the Employer.
2. All power plant piping.
3. All steam and hot water heating.
4. All heating regulations systems.
5. All vacuum heating systems.
6. All vacuum cleaning systems.
7. All pneumatic tube systems.
8. All ice making, refrigeration, and cooling work of every description.
9. All hydraulic piping for elevators for the operation of curtains, also that used for the operation of presses and machinery used in mills and factories.
10. All gasoline and oil piping in connection with bulk storage, power and heating plants.
11. All gasoline and air piping in garages in dye shops.
12. All air piping for power work and for riveting, drilling and hoisting on buildings, *except* air piping for clock work, dental chairs, barbershop and gas appliances, which shall be Gasfitters' work.
13. All process piping of every description including piping for Oxygen, Acetylene and Propane Storage, Manufacturing and Distribution Systems for commercial and industrial use.
14. Erection and setting boilers, setting of fronts and attaching of trimmings and pipe work for same.
15. Placing, erecting and testing of all fan heaters and air washers and all piping for same.

16. Setting of fixtures, pumps, tanks and heaters and the rigging thereof, and the laying out of foundations.
17. All setting of sleeves and thimbles and drilling for pipe and hangers in concrete and fireproof tile walls and doors coming under the jurisdiction of Pipefitters work.
18. All filters and purifiers connected with heating systems, swimming pools, refrigeration, distilling and brewery purposes and ventilating systems.
19. All steam connections for hot water tanks, and whichever contractor furnished tank shall place it.
20. All pipes for tanks for mechanical purposes, regardless of size.
21. All air piping for window or door opening devices, sidewalk lifts and elevators of every description.
22. All fire stand pipe not connected with sprinkler systems shall be the work of either Steamfitter or Plumber.
23. All water piping to steam fixture and/or mechanical purposes.
24. The assembling, erecting and dismantling of piping.
25. Suction and discharge of central distributing and boosting stations.
26. Assembling and erection of tanks used for mechanical purposes to be assembled with bolts and packed joints.
27. All cross connections of pumps and engines that are not assembled when delivered on the job.
28. The building and repairing of all water grates for power or heating.
29. The assembling, erecting and connecting of all steam superheaters.
30. All piping for removing ashes, etc. for clearing coal or other purposes by vacuum or compressed air.
31. All piping for smoke burners and washers.
32. Pipefitters shall run blow-off pipes between boilers and blow-off tanks vapor pipes, also run all overflow pipes from blow-off tanks to sewer outlet.
33. All steam piping, supply and drip piping and screwed or flanged vapor piping in connection with kitchen or laundry apparatus, or sterilizing.
34. All sheetmetal work of No. 9 gauge or heavier.
35. Pipefitters shall supervise and direct all welding.
36. All bending of two (2) inch pipe or under, which can be bent cold.
37. All condensate drains from air conditioning and refrigeration units.
38. Pipefitters shall assist on all x-raying of welds. All other testing of welds shall be done by members of Local 537.
39. The installation of seismic hangers.

Trade Line Agreement Between Pipefitters Local 537 And Plumbers Local 12 of Boston, Massachusetts

Work of the Pipefitters

1. Indirect drainage piping and coil condensate wastes within the recognized jurisdiction of the Pipefitter.
2. All steam vapor, vacuum and hot water heating systems and all regulating systems connected with the same. All steam and exhaust blow-off lines from boilers, vapor vent from blow-off tanks, all steam specialties and steam appliances. All piping for conveying ashes and coal either by vacuum or pressure. All piping for smoke burners and washers, building and connecting purposes. All piping in connection with steam condensers, spray ponds and cooling towers. All steam connections for hot water tanks and economizers. All make-up water from connection left by the Plumber.
3. TEMPORARY PIPING within the recognized jurisdiction of the Pipefitter.
4. LAYOUT & CUTTING – Holes, chases, channels, the setting and erection to bolts, inserts, stands, brackets, stanchions, supports, sleeves, escutcheon plates, thimbles, hangers, conduits and boxes in connection with the work of the Pipefitter.
5. COMFORT HEATING SYSTEMS – Unloading, handling, setting, installing and connecting all piping and equipment necessary to complete heating system, except all gas piping and gas fired units recognized as the work of the Plumber.
6. TESTS on all systems installed within the jurisdiction of the Pipefitter.
7. TEMPORARY HEAT on all systems installed within the recognized jurisdiction of the Pipefitter.
8. POWER PLANT PIPING and other BOILER PIPING and equipment shall be the work of the Pipefitter, except that work within the recognized jurisdiction of the Plumber shall be the work of the Plumber.
9. ELECTRICAL TRANSFORMER PIPING AND EQUIPMENT – Cooling units, pump reclaiming systems, piping to switches and appurtenances.
10. PIPE AND FITTING MATERIALS – Ferrous and non-ferrous metals of all physical characteristics of temperature, pressure, hardness, expansion, flexibility, weld-ability, etc. Ceramic, glass, tile, rubber, plastics of all types. Wood, concrete and concrete mixtures, pre-formed. All other material manufactured into pipe or tubing.
11. Operational tests of each system and of components of system verification of performance, operating instructions, final operation.
12. All marine piping and equipment within the jurisdiction of the Pipefitter shall be the work of the Pipefitter.
13. Railway car, railway motor car and railway locomotive piping within the M.B.T.A. jurisdiction.
14. PIPE JOINT FABRICATION – The joining of the pipe by any mode or method including, but not limited to, acetylene or arc welding, brazing, lead burning, plastics welding, soldering, wiped joints, caulked joints, expanded or with any of the work listed herein with the jurisdiction of Local 12 by the Plumber and with the jurisdiction of Local 537 by the Pipefitter.
15. INSULATION - THERMAL for piping and equipment within the jurisdiction of the Pipefitter.

16. VIBRATION ISOLATION – Mechanical noise and vibration isolation for piping and equipment under the jurisdiction of the Pipefitter.
17. GAS PLANTS – Manufacturing of all gas storage, metering and distribution on manufacturing sites shall be the work of the Pipefitter, except gas piping to equipment or appliances.
18. All piping for machinery, motors and other appliances within the jurisdiction of the Pipefitter shall be the work of the Pipefitter.
19. All air piping for temperature control, windows or door opening devices, sidewalks, lifts or elevators, and air piping used as power for the operation of equipment or machinery for manufacturing, production or industrial purposes shall be the work of the Pipefitter.
20. All piping and equipment for air conditioning and refrigeration for industrial commercial and residential work, process and storage facilities, ice making, humidifying, dehumidifying and quick freezing, chilled water for body temperature control, the testing and servicing of all refrigeration and air conditioning equipment shall be the work of the Pipefitter. All piping and self-contained equipment for the purpose of conveying chilled water for drinking purposes shall be the work of the Plumber.
21. All oil and sugar refining piping and equipment shall be the work of the Pipefitter, except the work within the recognized jurisdiction of the Plumber shall be the work of the Plumber.
22. All bottling, distilling and brewing process piping, heating, ventilation air conditioning systems in connection with breweries shall be the work of the Pipefitters.
23. The piping and equipment in connection with the manufacture of chemicals shall be the work of the Pipefitter, except the piping and equipment within the recognized jurisdiction of the Plumber.
24. Transmission pipe lines for oil, gasoline and fuel lines piped to loading racks and storage plants, water aqueducts supplying a power house, water lines from wells for manufacturing purposes and in connection with Pipefitters' equipment as recognized in this Agreement shall be the work of the Pipefitter. All other fluids, liquids, solids and mixtures of same shall be performed by the craft having jurisdiction over the work as recognized in this Agreement.
25. The handling, setting and erecting of completed tanks used for manufacturing or industrial purposes shall be the work of the Pipefitter, except tanks covered in this Agreement as being equipment of the Plumber and the Plumber shall handle and set tanks so designated.
26. All pneumatic tube work and all conveying systems by air pressure or vacuum shall be the work of the Pipefitter.
27. Piping for make-up water fountains, captured waters, cooling towers and spray ponds used for heating and cooling purposes for Pipefitters' equipment shall be the work of the Pipefitter.
28. Steam and condensate lines in commercial laundries and cleaning plants shall be the work of the Pipefitter. Cleaning fluid lines shall be optional.
29. Automatic and manual control system for industrial processes, temperature and humidity controls, pressure controls, flow controls, sequence and/or production controls shall be the work of the Pipefitter, except controls in relation to piping and equipment recognized in this agreement as the work of the Plumber.

Work of the Plumbers

1. All piping and equipment for a complete plumbing system within or adjacent to any building, structure or conveyance.
2. All piping and equipment for fire lines and stand pipes when not connected with the automatic sprinkler system. All fire extinguishing systems and piping by water. All piping and equipment for fire extinguishing systems by gas or chemical except systems used for protection of the work installed by the Pipefitter.
3. All air piping for hospitals, schools, medical research laboratories and all air piping for the operation of plumbing controls.
4. All vacuum piping for hospitals, schools and medical research laboratories.
5. The installation of all gas appliances and equipment such as gas unit heaters, gas stoves, gas water heaters, gas home incinerators, gas dryers, gas burners, gas refrigerators, etc.
6. All storm drainage systems on highways, bridges, structures, viaducts and tunnels.
7. All water and waste piping serving swimming pools, ornamental pools, cascades and aquariums, except piping for heating and cooling.
8. All liquid soap piping, washing compound and disinfectant piping, valves and tanks in bath rooms, wash rooms and laundries.
9. All lawn sprinkler work and outdoor drinking fountains.
10. All drain piping used for wash down purposes in cases where food is stored.
11. All piping in municipal treatment plants used for the treatment of water and all piping for drinking and culinary purposes.
12. The installation of oxygen and nitric oxide in hospitals, schools and medical research laboratories.
13. The installation of exhaust piping from emergency generators shall be installed by the Local Union that pipes the fuel except where gas fuel is used; the exhaust shall be installed by the Plumber.
14. All services, storm, sanitary and water lines from the source of supply to the structure or building and disposal thereof.
15. All bathroom, toilet room and shower room accessories.
16. The setting of all hot and cold water storage tanks, dilution tanks, receiving tanks, interceptors and booster systems in conjunction with the plumbing system.
17. Chilled or tempered water piping and equipment for culinary or drinking purposes.
18. All distilled water systems shall be the work of the Plumber except where used in conjunction with the Pipefitters' equipment as recognized in this agreement.
19. All glycol systems in airports for de-icing purposes.
20. The installation of all natural, manufactured, diluted, undiluted liquefied petroleum gas piping within buildings or structures, all on-site gas piping including streets within the site. All gas piping in gas manufacturing plants serving equipment or appliances.
21. All marine piping and equipment within the recognized jurisdiction of the Plumber.
22. The installation and removal of all temporary piping systems and equipment within the recognized jurisdiction of the Plumber.

23. All indirect wastes except those serving equipment installed by the Pipefitter.
24. The installation of conduits used for carrying pipes from one location to another within the recognized jurisdiction of the Plumber.
25. Maintaining temporary gas heating systems that come under the jurisdiction of the Plumber, such as salamanders, unit heaters, etc.
26. Oil piping for machinery motors and other appliances within the jurisdiction of the Plumber.
27. All vacuum cleaning systems shall be the work of the Plumber.
28. All air piping in laboratories is the work of the Plumber, except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the Pipefitter. All air lines in connection with plumbing fixtures or equipment as recognized in this Agreement will be the work of the Plumber. In the case of a dual purpose main, the craft having the preponderance of work will run mains and leave openings for the other crafts.
29. Vacuum piping in all laboratories is the work of the Plumber, except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the Pipefitter. All vacuum piping for equipment used in connection with manufacturing plants and industrial purposes shall be the work of the Pipefitter.
30. All fly ash piping in incinerators for hospitals, schools, apartments, hotels, public buildings, city or municipal owned incinerators shall be the work of the Plumber except where fly ash removal conveying systems are used.
31. All piping for sewerage treatment plants used for the treatment of sewerage is the work of the Plumber, except all piping and equipment recognized in this Agreement as the work of the Pipefitter.
32. Piping for storage and transmission of flour, glucose, syrups, cooking oils, vinegar, milk etc. for the purpose of providing ingredients to a finished or unfinished product in manufacturing or processing plants shall be the work of the Pipefitter.
33. All hydraulic piping in garage, gas stations and automobile showrooms and hydraulic piping in connection with Plumbers' equipment as recognized in this Agreement shall be the work of the Plumber. All hydraulic piping for elevators, doors, curtains, also for the operation of presses and machinery in manufacturing plants, mills, factories and power plants shall be the work of the Pipefitter.
34. Piping of gases such as oxygen, acetylene, argon, nitrogen, helium, etc., for all laboratories, schools, medical research and in connection with Plumbers' equipment shall be the work of the Plumber, except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the Pipefitter. Piping of the above mentioned gases for the operation of tools and equipment recognized as the Pipefitters' in this Agreement shall be the work of the Pipefitter.
35. All of the above Plumbers' work includes the loading, unloading, distributing, setting of all piping and equipment, tanks, pumps, ejectors, layout out, installing sleeves, inserts and cutting of all holes, chases and channels. The installation of all the above work regardless of the materials used or the method of installation shall be the work of the Plumber.

OPTIONAL

Work of Either Pipefitter or Plumber

Adopted May 2, 1969.

1. All pipe racks and rail piping except work covered by the M.B.T.A. Agreement.
2. All gasoline, diesel and jet fuel piping in hangers, gasoline stations, garages, cleaning and dye shops.
3. All ink line piping.
4. All gas piping in streets off-site.
5. All air lines to hangers, gasoline stations, garages, cleaning, and dye shops and for cleanup purposes.

PIPEFITTERS LOCAL 537

John T. Lydon, Jr.

Russell P. Campbell

James T. Tiorano

Maurice M. Sullivan

Thomas F. Kelly

PLUMBERS LOCAL 12

John J. Tobin

Paul J. Madden

Andrew J. Sullivan

John J. Cotter

Mathew Twomey

MARKET RECOVERY PLAN

ADDENDUM to the Agreement signed and to take effect since September 1, 1995:

The two (2) Associations will work together in implementing an O.S.H.A required training program, with the cost to be borne by the Contractors Association (N.E.M.C.A).

Pipefitters Association Local Union 537 agrees to recommend and urge participation by its Members, and allow the Pipefitters Training Center to be used.

Appoint Committee of equal number to set up and implement market recovery program.

In no case shall a contractor delinquent in fund payments, be eligible for this program.

DRUG TESTING POLICY

The Drug Testing Policy was negotiated in the collective bargaining agreement effective September 1, 2017.

The program will commence on September 1, 2017.

The testing procedures and administration will be conducted by Modern Assistance Program, Quincy, Massachusetts.

All new hires will be pre-tested before referral to the contractor.

Commencing September 1, 2017, all Members will be required to be retested annually during the month of their birth date.

A valid "Acceptable For Work Card" is required for referral to a contractor.

The New England Mechanical Contracting Industry Improvement Fund and Pipefitters Association Local Union 537, agree to split evenly the costs of all test fees incurred by the administration of this program.

Stephen Affanato
N.E.M.C.A.

Brian P. Kelly
U.A. Pipefitters Local Union 537

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have signed, sealed and delivered this instrument the day and year first above written.

New England Mechanical Contractors Association, Incorporated

Steve Affanato
Robert Gallagher, Chairman
Frank Norton
John Canavan
David Cannistraro
Frank Stefanick
Troy DiNapoli
Michael Grinnell
Edward Marks
Brian Potter
Rick Dorci
Paul Lebel, Jr.

**Pipefitters Association Local Union No. 537
of the
United Association of Journeymen and Apprentices
of the
Plumbing and Pipe Fitting Industry
of the United States, Canada and Australia, AFL-CIO**

Brian P. Kelly, Chairman
Thomas P. Kerr, Jr.
Paul R. Campbell
Timothy T. Gilligan
James M. O'Brien
William C. Young, Jr.
John F. McMasters, Jr.
Brian T. Caulfield
Daniel E. Coady
Brian A. Nicholson

Cities and Towns within Jurisdiction of Local 537, United Association

Acton	Georgetown	Milton	Wakefield
Amesbury	Gloucester	Nahant	Walpole
Andover	Graniteville	Natick	Waltham
Arlington	Groveland	Needham	Watertown
Ashland	Hamilton	Newbury	Wayland
Avon	Haverhill	Newburyport	Wenham
Ayer	Hingham	Newton	Wellesley
Bedford	Holbrook	Norfolk	West Newbury
Bellingham	Holliston	North Andover	Westford
Belmont	Hopedale	North Reading	Westwood
Beverly	Hopkinton	Norwood	Weston
Billerica	Hudson	Peabody	Weymouth
Boston	Hull	Pepperell	Wilmington
Boxboro	Ipswich	Plainville	Winchester
Boxford	Islands of	Pondville	Winthrop
Braintree	Boston Harbor	Quincy	Woburn
Brookline	Lawrence	Randolph	Wrentham
Burlington	Lexington	Reading	
Byfield	Lincoln	Revere	
Cambridge	Littleton	Rockport	
Canton	Long Island	Rowley	
Carlisle	Lowell	Salem	
Chelmsford	Lynn	Salisbury	
Chelsea	Lynnfield	Saugus	
Cohasset	Malden	Scituate	
Concord	Manchester	Sharon	
Danvers	Marblehead	Sherborn	
Dedham	Marlboro	Somerville	
Dover	Maynard	Southborough	
Dracut	Medfield	Stoneham	
Dunstable	Medford	Stoughton	
Essex	Medway	Stow	
Everett	Melrose	Sudbury	
Framingham	Merrimac	Swampscott	
Forge Village	Methuen	Tewksbury	
Foxboro	Middleton	Topsfield	
Franklin	Millis	Tyngsboro	

INDIVIDUAL ASSENT *(To be signed by non-members of the New England Mechanical Contractors Association, Inc.)*

We, or I, have read the Agreement and hereby agree to comply with all its applicable terms and conditions commencing September 1, 2017.

EMPLOYER: _____

EMPLOYER ADDRESS: _____
Street/ P.O Box City State

AUTHORIZED BY: _____ TITLE: _____
Print Name

SIGNATURE: _____ DATE: _____

** If not owner of firm, copy of vote authorizing signature will be required.*

[RECOGNITION AGREEMENT] or [INSERT INTO CBA's]

The Employer (_____) confirms that Pipefitters Local 537, AFL-CIO (“the Union”) has demonstrated to the Employer or a designated neutral (by valid, uncoerced membership cards and authorization cards), or has offered to demonstrate, the Union’s majority status in the bargaining unit(s) where the Employer employs employees covered by the Union’s collective bargaining agreements, with that majority status demonstration having been made contemporaneously with the Union’s demand for recognition and with the Employer’s entering into this Agreement. On the basis of such majority status and pursuant to Section 9(a) of the National Labor Relations Act, the Employer voluntarily and contemporaneously agrees to recognize the Union as exclusive bargaining agent for the Employer’s employees within the bargaining unit(s), which shall include the Employer’s present and future job sites within the jurisdiction of the Union.

Agreed to, effective the _____ day of _____, 20____.

For the Union:

For the Employer:

(Title)

(date)

(Title)

(date)

NOTES: