

# JOINT AGREEMENT

BETWEEN THE

NEMCA/AIR-CONDITIONING  
and REFRIGERATION CONTRACTORS  
OF BOSTON, Inc.

AND



REFRIGERATION and AIR CONDITIONING  
And OIL BURNERS DIVISION

## 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 Term: September 1, 2017 to August 31, 2021

A four year Agreement was reached between the New England Mechanical Contractors Association, Incorporated (NEMCA) and The 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, Air Conditioning Contractors of Boston and Pipefitters 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 <sup>st</sup> 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 2-28-2021

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 <sup>st</sup> 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.

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## **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 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, 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 NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION, INCORPORATED/ARC of BOSTON, INC. on its own behalf and on behalf of all its members (including such as may become members thereof during the life of this Agreement) hereinafter collectively designated as the "Employer" (which term shall refer to the employer members of the Association collectively or individually, where the context so requires or admits) and REFRIGERATION, AIR CONDITIONING AND OIL BURNERS DIVISION, 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, hereinafter designated as the "Union".

## **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 Metal Tradesmen.
- (b) To encourage close cooperation and a better understanding between the Employer, the Employee-Members in this particular craft and the Union to the end that a satisfactory, continuous and harmonious labor relationship will exist between all parties to this Agreement.

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

## **ARTICLE I** **Recognition**

**SECTION 1.** (a) The Union is the sole collective bargaining agency for Journeymen, Apprentices and Metal Tradesmen, performing the work of erecting, rigging, installing, joining together, dismantling, adjusting, altering, repairing, maintaining and servicing any and all types of refrigeration, and food cases and air conditioning 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 Pipe Fitting Industry of the United States, Canada and Australia, AFL-CIO.

(b) The Union recognizes the Association as the sole collective bargaining agent for all Employers employing Journeymen, Apprentices and Metal Tradesmen, in the territory in which the Union has been or may hereafter be granted jurisdiction by the United Association of

Journeyman and Apprentices of the Plumbing and Pipe Fitting 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 thirty-one (31) 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 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 Union's own 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 it deems not qualified for admission into the Union or if the Union shall elect not to readmit or reinstate 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/or remaining members of the Union, in good standing.

(b) Whenever the Union shall charge that any Employee covered by this Agreement has failed to become or remain a member in good standing in 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.** 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 5.** There shall be no discrimination against any employee by reason of race, color, religion, sex or national origin in regard to job referral or conditions of employment. The parties of this Agreement agree to actively promote and adhere to the intent and purpose of the Civil Rights Act of 1964.

**SECTION 6.** The parties agree to jointly participate in the "Boston Plan" or such other industry program mutually agreed upon and will make every good faith effort to increase minority employment in work covered by this Agreement.

## **ARTICLE II**

### **Joint Training Committee**

**SECTION 1.** For the purpose of organizing and administering any education program for Journeymen, Apprentices and Metal Tradesmen, and for examining and approving of qualifications of Journeymen and Apprentices, a Joint Committee shall be established.

**SECTION 2.** A Journeyman shall mean a refrigeration and air conditioning mechanic who has been actually engaged in learning and working at the trade of installing and servicing refrigeration and air conditioning 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 refrigeration and air conditioning equipment by obtaining the approval of the Joint Training Committee. The Joint Training 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.

**SECTION 3.** 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 refrigeration and air conditioning equipment under the apprenticeship program and who does not qualify as a Journeyman. An Apprentice shall not be allowed to work during Union Apprentice school hours.

**SECTION 4.** Employees who do not qualify as Journeymen or Apprentices under the provisions of Section 2 and 3 of this Article shall be considered as Metal Tradesmen and Apprentice Metal Tradesmen, as the case may be. A Metal Tradesman shall mean a mechanic who has actually engaged in learning and working at the trade of installation, service and maintenance of air conditioning and heating systems for residential, garden type apartments and condominiums consisting of three floors and a basement; installation, service and maintenance of water coolers, packaged ice makers, window air conditioners, refrigeration systems up to 25 horsepower with no limits, each system and heating and air-conditioning systems, both self-contained and split systems up to 25 tons with no limits for a period of three years or more and has proven his or her ability to perform this work to the satisfaction of the Joint Training Committee. When employed he shall perform said work. A Metal Tradesmen shall have a minimum of five (5) years as a Metal Tradesman working under this agreement before he is eligible for a change of classification.

**SECTION 5.** The Joint Training Committee shall be composed of six (6) members. Three (3) members thereof shall be selected by and represent the Employer and three (3) members shall be selected by and represent the Union. Two (2) Employer representatives and two (2) Union representatives of the Committee shall constitute a quorum. All matters before the Committee shall be decided by a majority vote of an equal number of representatives of each party. A Chairman and Secretary-Treasurer shall be selected by the Committee from its members, one office of which shall be selected from the Employer members and the other from the Union members. In the event the Committee cannot agree within 48 hours on any matter referred to it for decision under this Article II, then the matter shall be referred to it for decision under this Article II, then the matter shall be referred to the Joint Conference Board for final disposition under Article III.

**SECTION 6.** All expenses of the Committee shall be borne equally by the Employer and the Union.

**SECTION 7.** The Joint Training Committee shall have the right to disburse any and all funds which shall have come into its possession. The Committee shall retain records of any such receipts and disbursements and shall submit such records for examination at any time called for by either the Union or the Employer.

**SECTION 8.** (a) The Refrigeration and Air Conditioning industry requires services of highly skilled Journeymen. Technical advances in the industry make it essential that the Journeyman continuously keeps himself abreast of the industry through study and education. Without fully trained and competent Journeymen, nor the Employer nor the Union, will be able to maintain the working conditions provided for in this Agreement, or to adequately serve the public. In order to provide adequate employment for the highly skilled Journeymen, it is necessary to acquaint the public with their ability and the equipment they install and maintain. Further, the Union and its members agree that its members have the responsibility to take advantage of available study and education for the improvement of their families.

(b) The Joint Training Committee shall:

(1) Supervise the Training Program, including courses of instruction.

(2) Approve the qualifications of coordinator, instructors and facilities of the Training Program.

(c) The Association, for and on behalf of the Employers signatory to this Agreement and to the extent of funds made available for this purpose from the Educational Fund, referred to in Section 3 of Article XIII, shall subject to the approval of the Joint Training Committee, provide the following conditions for education and training:

(1) Courses of instruction for the training of Journeymen in such phases of refrigeration and air conditioning work as the Committee shall determine, and qualified personnel for supervision of the Training Program.

(2) Arrangements for classroom and facilities and instructors for the course or courses as approved by the Committee.

### **ARTICLE III Joint Conference Board**

**SECTION 1.** For the purpose of settling disputes and grievances, including matters referred to it under Article II by the Joint Training Committee, a Joint Conference Board should be established.

**SECTION 2.** The Joint Conference Board shall be composed of six (6) members. Three (3) members thereof shall be selected by and represent the Employer and three (3) members shall be selected by and represent the Union. Two (2) Employer representatives and two (2) Union representatives of the Board shall constitute a quorum. All matters before the Board shall be decided by majority vote of an equal number of representatives of each party. A Chairman and Secretary-Treasurer shall be selected by the Board from its members; one office of which shall be selected from the Employer members and the other from the Union members.

**SECTION 3.** All disputes or grievances between the parties involving interpretation or applications of the provisions of this Agreement, including disagreements within the Joint Training Committee under Article II, shall be referred to the Joint Conference Board in writing within two (2) days from the start of the dispute or grievance, or, in the case of disagreements

within the Joint Training Committee, forthwith after the lapse of the forty-eight (48) hour period provided for in Section 6 of Article II. In the event the Board cannot agree within forty-eight (48) hours on any such matters referred to it for decision, then the Board shall select a disinterested party who shall sit as Chairman of the Board to reconsider and decide the disputed matter, and the Board as thus constituted shall reach a decision within five (5) days. In the event the Board fails to agree on a disinterested party, as stated above, then one shall be designated and appointed by the Federal Mediation and Conciliation Service. All decisions of the Joint Conference Board shall be final and binding upon all parties to this Agreement.

**SECTION 4.** All expenses of the Board shall be borne equally by the Employer and the Union.

**SECTION 5.** The Joint Conference Board shall have the right to disburse any and all funds which shall come into its possession. The Board shall retain records of any such receipts and disbursements, and shall submit such records for examination at any time called for by either the Union or the Employer.

#### **ARTICLE IV No Strike Clauses**

**SECTION 1.** There shall be no stoppage, interruption, slowdown or cessation of work, by strike or lockout or otherwise, on account of any jurisdictional dispute.

**SECTION 2.** There shall be no stoppage, interruption, slowdown or cessation of work, whatsoever, by strike or lockout or otherwise, during the life of this Agreement, or any extension or extensions thereof.

**SECTION 3.** Members of the Union shall not be required to go through picket lines established by strikes authorized by the Building Trades Council or the Central Labor Council.

#### **ARTICLE V Metal Tradesmen**

**SECTION 1.** When a Metal Tradesman is working on any work other than specified in this Agreement both the contractor and the employee shall be subject to the following:

- (a) The employee shall be suspended for seven (7) days for the first offense and fourteen (14) days for the second offense and every offense thereafter.
- (b) The employer shall be assessed a fine for the first offense in the sum of \$100.00 and for the second offense and every offense thereafter, a fine in the sum of \$200.00. Such fines shall be paid to the fund agreed upon by both parties.

**SECTION 2.** One Metal Tradesman may be employed to the first five (5) refrigeration Journeymen and Apprentice.

**SECTION 3.** Every three (3) refrigeration Journeymen an Apprentice employed thereafter, an additional one metal tradesman may be employed. Hiring and layoff will be on the same ratio basis.

**SECTION 4.** A Metal Tradesman cannot be used as a helper to a Journeyman or Apprentice other than work covered in Article II, Section 4.

**SECTION 5.** The Union shall have the first opportunity to furnish Metal Tradesmen to the Employer. If after 48 hours a Metal Tradesmen cannot be furnished by the Union, the Employer may seek a Metal Tradesman elsewhere.

## **ARTICLE VI**

### **Wages**

**SECTION 1.** (a) The wage scale for Journeymen on all installation and construction work involving all refrigeration and air conditioning equipment performed in chain stores, hospitals, schools, colleges, institutions, Federal, State, City installations in connection with construction, and on all other installation and construction work involving refrigeration equipment over five (5) horsepower (cumulative) involving air conditioning equipment, air cooled, or water cooled, over fifteen (15) horsepower (cumulative), and all service and maintenance work involving all refrigeration and air conditioning equipment shall be as follows on the following effective dates: Refer to wage and fringe benefit schedule on page 3.

(b) The wage scale for a Metal Tradesman on installation, servicing or maintenance work involving window air conditioning units up to and including three (3) horsepower water coolers up to and including one-third (1/3) horsepower, household domestic refrigerators and freezers located in dwelling and washing machines shall, notwithstanding the provisions of subparagraphs (a) and (b) above shall be 60% of the Journeyman rate in Section 1 (a) of this article.

The Metal Tradesman rate shall be 60% of the journeyman rate plus all the same Journeyman Health and Welfare Fund contribution, plus the same Educational Fund contribution. It is agreed that pension payments shall be 60% of the Journeyman Pension Fund contribution.

(c) The Union may allocate a portion of wage increases to fringe benefit funds upon the recommendation of the Joint Board of Trustees of the funds. The amount allocated for Metal Tradesmen to a fund with respect to which contributions are to be made for such employees, shall be 100% of the amount allocated to that fund for Journeymen, regardless of the amount of the wage increase that would otherwise be placed in effect for Metal Tradesmen provided, however, that with respect to the Pension Fund the amount allocated for Metal Tradesmen shall be 60% of the amount allocated for Journeymen. There will be no Annuity Fund Contribution or Labor Management Fund Contribution for Metal Tradesmen.

**SECTION 2.** (a) On September 1<sup>st</sup> of every year, the percentage rate will change on each Apprentice based upon the applicable percentage of the wage scale of Journeymen on construction and service work as follows:

- 1<sup>st</sup> 12 months 40% of Journeyman's rate.
- 2<sup>nd</sup> 12 months 45% of Journeyman's rate
- 3<sup>rd</sup> 12 months 60% of Journeyman's rate
- 4<sup>th</sup> 12 months 70% of Journeyman's rate
- 5<sup>th</sup> 12 months 80% of Journeyman's rate

(b) There will be no restrictions of the use of Apprentices.

(c) There will be no pension fund contributions for the first year of their Apprenticeship; all other fringe benefits will be paid. Pension contributions will begin at the start of the Apprentices second (2<sup>nd</sup>) year.

**SECTION 3.** (a) When a Journeyman is classified as a Foreman by the Employer because of additional responsibility, where five (5) Journeymen or more, including the Journeyman

classified as said Foreman, are employed on the job, the Journeyman shall receive fifty cents (\$.50) more per hour than the minimum Journeymen wage rate.

(b) When a Journeyman is classified as a Foreman by the Employer because of additional responsibility, where three (3) Journeymen, but not more than four (4), including the Journeyman classified as said Foreman, are employed on the job, the Journeyman shall receive twenty five cents (\$.25) more per hour than the minimum Journeymen wage rate.

**SECTION 4.** The Employer can use an employee on either construction, installation, service, maintenance, or shop work, provided strict adherence to the wage scale as set forth above in the subparagraphs of Section 1 of this Article for the particular type of work performed during the performance thereof is maintained.

**SECTION 5.** The Employer may employ Apprentices as follows: One (1) Journeyman, one (1) Apprentice; for every two (2) Journeymen, one (1) Apprentice, up to a maximum seven (7) Apprentices for thirteen (13) or fourteen (14) Journeymen; thereafter for every three (3) Journeymen, an Employer is entitled to one (1) Apprentice with a maximum of ten (10) Apprentices for any one shop. Both parties agree to make every effort to recruit enough Apprentices to meet these ratios.

**SECTION 6.** A Journeyman shall be in charge of every installation and no Apprentice shall be left alone on any installation or work without supervision of a Journeyman, except in an emergency, provided, further, however, (1) that in the last year of the Apprenticeship period, an Apprentice may be left alone on the job, and (2) in the last year of the Apprenticeship period, an Apprentice may work alone on a job without the supervision of a Journeyman. Apprentices shall be allowed to do any work assigned to a Journeyman. The provisions of this section do not apply when the type of work referred to in Section 1(c) of Article VI is involved. Anything herein to the contrary notwithstanding, with reference to service and maintenance work, any Apprentice who has reached his fourth (4<sup>th</sup>) period and is qualified to perform certain types of categories of service and maintenance work may be sent alone to the job, or left alone on the job to perform such work without Journeyman supervision, at his applicable Apprenticeship rate.

**SECTION 7.** The operation and adjusting of all refrigeration or air conditioning equipment during tests immediately following the installation shall be performed under the supervision of a Journeyman, as herein provided at the applicable installation rate.

**SECTION 8.** Employers may use Apprentices and Metal Tradesmen employed for the following work classifications at his present rate:

1. Filter changing and maintenance thereof.
2. Oil and greasing.
3. Belt adjusting or replacement.
4. Tower and coil cleaning and water treatment.
5. General housekeeping.
6. Delivery and truck driving of parts or equipment trucks.
7. Systems operation under contract with customer. (Operating watch, standing and logging).
8. Service, maintenance or ice makers, self contained.

## **SECTION VII**

### **Hours**

**SECTION 1.** Working hours for members of the Union shall be as follows:

(a) The maximum hours per work day at straight time for installation and construction shall be eight (8) hours, starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m., with one-half (1/2) hour for lunch, from Monday through Friday, inclusively.

(b) The maximum working hours per day at straight time for service and maintenance work shall be any consecutive eight (8) hours between 6:00 a.m. and 4:30 p.m. with one-half (1/2) hour for lunch, from Monday through Friday, inclusively.

(c) Whenever an Employee on service and maintenance work, after completing his regular working day is assigned another call, his travel time on such call shall be considered as working time and he shall be compensated for such travel time at one and one-half (1½) times the straight time rate for the service and maintenance work.

**SECTION 2.** All other work shall be at one and one-half (1½) times the straight time rate, except that installation and construction work at the primary rate set forth in Article VI, Section 1 (a) above outside regular working hours as specified and on Holidays and Sundays shall be at double the straight time rate. The following days shall be considered Holidays: New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**SECTION 3.** Anything to the contrary herein notwithstanding, where working in the daytime would interfere with the Owner's or Customer's business or where it may be necessary to work overtime in order to meet completion date, the work may be carried on in shift or shifts of men working eight (8) hour periods in each twenty-four (24) hours, and the men working on shifts outside of the regular work day as hereinabove provided will be paid a rate of ten percent (10%) above the straight time rate and such work on such shifts shall not be considered overtime. Shift work rates as provided for in this Section will only be allowed when extending over at least five (5) shifts and with permission of the B.M.

**SECTION 4.** There shall be no pyramiding or duplication of overtime or premium rates of pay or benefits hereunder.

**SECTION 5.** Any Employee reporting for work at the regular starting time and for whom no work is provided shall receive an amount equal to two (2) hours pay at the applicable straight time rate unless he has been notified before the end of his preceding day not to report. Any Employee who reports for work and for whom work is provided, shall receive not less than four (4) hours pay at the applicable straight time rate. And when the work carries over after the hour 12 o'clock noon, he shall receive eight (8) hours pay at the applicable straight time rate.

**SECTION 6.** An Employee laid off for lack of work shall be notified at least one hour before quitting time and shall be paid a full day's pay for the last day employed. (Layoff day is payoff day). No Employee shall be laid off on Monday.

**SECTION 7.** All Employees 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, cash weekly, on the job or at the office of the Employer by quitting time; also by direct deposit, only with permission by Employee. Any Employer, who issues a check which subsequently is returned for

insufficient funds, shall for the remainder of the term of this agreement, make all payments in United States legal tender money.

## **ARTICLE VIII Vacation Fund**

**SECTION 1.** (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.

**SECTION 2.** 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.

## **ARTICLE IX Uniforms**

In the event the Employer shall require the employees to wear special uniforms, the Employer shall furnish and launder the same and the cost thereof shall be borne equally by the Employer and the Employee. Any other arrangement mutually agreed upon by Employer and Employee will be acceptable.

## **ARTICLE X Tools**

**SECTION 1.** Employees shall be required to furnish all hand tools reasonably necessary in the performance of their job. An Employee's hand tools worn or broken from work are to be replaced in equal value by the Employer. Special tools are to be supplied by the Employer as needed. See Appendix A of this agreement for list of special tools.

**SECTION 2.** When additional men are required on a job in addition to the regular employees of the Employer, it shall be the duty of the Employer to furnish all necessary tools and equipment needed for the temporary employees. The foreman of the Employer shall be responsible for the care and return of these tools.

## **ARTICLE XI Insurance Coverage**

The Employer shall carry property damage and public liability insurance protecting the Employer on each automobile used by members of the Union in the employ of the Employer

when each such use shall have been authorized by the Employer and compensation paid therefore in accordance with the provisions of this Agreement.

## **ARTICLE XII Contracting**

**SECTION 1.** No member of the Union shall be permitted to contract, subcontract or lump the installation and construction and/or the service and maintenance of any refrigeration or air conditioning work. The words “contract” or “subcontract”, used in the paragraph, shall include written or oral agreement or agreements by any said member of the Union for work on a lump sum or percentage basis, hourly or daily basis, fixed fee basis, per unit basis, or any other basis, under which the said work is not assigned to the said member of the Union by the Employer in whose employ he is currently working.

**SECTION 2.** An owner who does not regularly employ Union Journeymen shall not be considered a Union Contractor, except that when first starting into business, he may actively work with the tools for not more than one (1) year. An owner includes stockholder, partner, or individual proprietor. When working with the tools for the one year, he shall make the same fringe payments on himself for each hour worked, as he is required to do on his other Employees covered by this working Agreement.

**SECTION 3.** The Union shall enforce the requirements of this article through the imposition of reasonable sanctions, including fines or expulsion from Union membership.

## **ARTICLE XIII Health and Hospitalization, Pension, Education and Industry Improvement Funds**

**SECTION 1.** 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.

One (1) Employer Trustee from the Employer members of the New England Mechanical Contractor’s Association, Incorporated/ARC of Boston Inc., and one (1) Union Trustee from the Employees in the Refrigeration Air Conditioning and Oil Burners Division of Local Union No. 537 shall be elected as Trustees for said fund.

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.

**SECTION 2.** 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 and the sum of 60% of the full pension benefit paid to a Journeyman per hour for each hour worked by each Metal Tradesman in the employ of the Employer.

One (1) Employer Trustee from the Employer members of New England Mechanical Contractors Association, Incorporated/ARC of Boston, Inc., and one (1) Union Trustee from the Employees of the Refrigeration, Air Conditioning and Oil Burners Division of Local Union No. 537 shall be elected as Trustees for said fund.

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.

**SECTION 3.** 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. One (1) Employer Trustee from the Employer members of New England Mechanical Contractors Association, Incorporated/ARC of Boston, Inc., and one (1) Union Trustee from the Employees of the Refrigeration, Air Conditioning and Oil Burners Division of Local Union No. 537 shall be elected as Trustees for said fund.

**SECTION 4.** 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.

One (1) Employer Trustee from the Employer members of New England Mechanical Contractors Association, Incorporated/ARC of Boston, Inc., and one (1) Union Trustee from the Employees of the Refrigeration, Air Conditioning and Oil Burners Division of Local Union No. 537 shall be elected as Trustees for said fund.

**SECTION 5.** The Employer and Pipefitters Local Union 537 do hereby agree to maintain an Air Conditioning and Refrigeration Industry Promotion Fund of Massachusetts 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. Five (5) Trustees from the Employer members of New England Mechanical Contractors, Incorporated/ARC of Boston, Inc., shall be designated by said organization as Trustees of said Fund.

**SECTION 6.** All costs and expenses of setting up and creating each of the above mentioned Funds and administering the same, including all legal fees and disbursements, shall be payable out of said Fund itself. The liability of each Employer shall be limited to making his hourly contributions as required by this Agreement. The liability shall be several and not joint and no Employer shall be liable for failure of any other Employer to make the hourly contribution required of such other Employer.

**SECTION 7.** The Pension Fund must at all times meet the requirements of Section 401 of the Internal Revenue Code of 1954, as now in effect or hereafter amended. In addition each of the Funds referred to in this Article (including the Pension Fund) must at all times meet the following requirements:

- (a) The Trust Fund established thereunder must be entitled to exemption under Section 501 of the Internal Revenue Code of 1954, as now in effect or hereafter amended;
- (b) Each Employer's contributions will be deductible under Section 404 of said Code, as now in effect or hereafter amended;
- (c) Payments to the Fund do not, and will not, constitute wages and will be properly excluded from the regular rate of employees for overtime purposes under the Fair Labor Standards Act, as now in effect or hereafter amended;
- (d) Payments to the Fund will not conflict with or violate any provisions of the Labor Management Relations Act of 1947, as now in effect or hereafter amended, or any other provisions of law; and
- (e) Rulings or their equivalent shall have been obtained from appropriate governmental authorities, and shall continue to be effective, with respect to the foregoing.

**SECTION 8.** 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, 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 VIII, 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 Chairman 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 XIV** **Mileage**

**SECTION 1.** An Employee requested by the Employer to use his automobile on Service and Maintenance work after September 1, 1991, will receive Ten Dollars (\$10.00) per day for its use. On September 1, 1992 and after, any Employee requested by an Employer to use his automobile will receive Twelve Dollars (\$12.00) per day for its use. He shall be compensated for mileage as follows:

On jobs within an eight (8) mile radius of the State House, no mileage shall be paid and the area shall be considered a free zone. On the jobs outside of eight (8) miles from the State House, Employee shall receive fifty-four and a half cents (54.5¢) per mile starting on the ninth mile.

If an Employee is requested by the Employer to carry anything in excess of his regular tools and twenty-five (25) pound drum of refrigerant, he shall be compensated for his mileage expense at fifty-four and a half cents (54.5¢) per mile.

**SECTION 2.** An Employee requested by the Employer to use his automobile on installation and construction, work shall be compensated for mileage expense at the rate of fifty-four and a half cents (54.5¢) per mile.

If an Employee is requested by the Employer to carry anything in excess of his regular tools and twenty-five (25) pound drum of refrigerant, he shall be compensated for his mileage expense at fifty-four and a half cents (54.5¢) per mile from the State House.

**SECTION 3.** Fifty-four and a half cents (54.5¢) represents the GSA and IRS approved mileage rate. If the IRS approves an increase for tax purposes, then thirty (30) days after approval, mileage rate will also be increased as applies to Section 1 and 2.

**SECTION 4.** If any dispute arises over mileage, the Milo Mileage Guide for Motor Carriers, Bus Operators and Shippers shall be used to settle dispute.

## **ARTICLE XV Travel Time**

**SECTION 1.** Any Employee on Installation and Construction or Service and Maintenance work, shall be compensated for travel time at straight time rates, prior to regular starting time, and after regular quitting time, except as provided in Section 1 (c) of Article VII.

**SECTION 2.** An Employee shall not be entitled to compensation for travel time within the jurisdiction of Pipefitters Association Local Union 537. Travel time will be paid to all Employees asked by their Employers to work outside the jurisdiction of Local 537. Travel time, outside the jurisdiction of Local 537, will be calculated from the State House in Boston. For the purpose of determining travel time, the Milo Mileage Guide for Motor Carriers, Bus Operators, and Shippers shall be used. The definition of the “jurisdiction” of Pipefitters Association Local Union 537 for this section, shall be defined as those Cities and Towns covered by Local 537 as of January 1, 2018.

**SECTION 3.** On Installation, Construction or Service work outside of the area jurisdiction of Local 537, where an Employee is requested to work, he shall be reimbursed for all reasonable expenses incurred as required by the Employer;

- (a) When said Employee stays overnight, minimum requirement for an overnight stay shall be Forty-five dollars (\$45.00) per day for meals and Forty-five Dollars (\$45.00) per day lodging. Total, Ninety Dollars (\$90.00) per day, seven (7) days per week.
- (b) When said Employee and Employer agree it is not required to stay overnight, he shall receive Forty-five dollars (\$45.00) per day for expenses in lieu of mileage and travel time. The regular work day prevails from 8:00 a.m. to 4:30 p.m.

**SECTION 4.** All travel time by an Employee prior to his scheduled starting time or after his quitting time, shall not be considered as hours worked during the Employee’s work week, except as provided in Section 1 (c) of Article VII.

**SECTION 5.** The amount of travel time shall be determined on the basis that an Employee travels forty (40) miles in one (1) hour. For example; if the Employee travels a total of eighty (80) miles to and from the job, the Employee's travel time is two (2) hours; hazardous road conditions expected.

**ARTICLE XVI  
Favorable Conditions**

In the event that the Union should 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.

**ARTICLE XVII  
Subletting**

It shall be considered a violation of this Agreement if any part of the work under the jurisdiction of the Union is sublet.

**ARTICLE XVIII  
Law**

It is not the intention of either party hereto, to violate any law or rulings of any governmental agency or authority having jurisdiction of the subject matter of this Agreement and the parties hereto, Agree that in the event any provisions of this Agreement are held or considered to be void, being in contravention with any laws, ruling or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of the Agreement.

**ARTICLE XIX  
Records**

**SECTION 1.** A bulletin board shall be furnished in each shop, subject to Employer's approval as to contents.

**SECTION 2.** A record shall be given weekly to each Employee, showing his total hours worked in the preceding week, the applicable hourly rates, the gross wages due and all deductions there from.

**ARTICLE XX  
Standby**

When required by his or her Employer, a Journeyman or an Apprentice shall standby on a daily basis and the employer shall guarantee:

- (a) Standby pay at time and one-half (1½) for one (1) hour, for any standby shift when the Employee is not called out to work.
- (b) When an Employee is called out to work, he shall be paid a minimum of time and one-half (1½) for three (3) hours, for the first call out on his shift. On any additional call out

on the Employee's shift, he shall be paid for the amount of time required to complete the call out at one and one-half (1½) time rate of pay.

Standby shifts will be on a daily basis, starting on the time that the Employee starts his normal work day Monday through Friday.

When required by the Employer, a Metal Tradesman shall standby on his own work on the same basis as Journeyman or Apprentice.

## **ARTICLE XXI Wage and Fund Payments**

**SECTION 1.** Payments of contributions to the Welfare, Pension, Educational and Industry Improvement Funds provided for in Article XIII of this Agreement, 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 the law, the Employer Agrees to the following:

- (a) Delinquent wages and fringes 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 that 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 wages or fringes, the Union shall have the right to remove all Employees of the delinquent Employer from their work for that Employer, but in such event this Agreement shall remain in full force and effect during the period of delinquency.

## **ARTICLE XXII 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.

### **ARTICLE XXIII**

#### **Steward**

**SECTION 1.** 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.

**SECTION 2.** The Steward shall not be fired or laid off until the Business Manager or Business Agent is contacted and the matter discussed with him.

### **ARTICLE XXIV**

#### **Miscellaneous**

**SECTION 1.** All Employees will carefully complete all paper work required by the Employer on Service work and all work slips must be completed and signed before leaving the job.

**SECTION 2.** All Employer vehicles used on service work shall be kept clean, and in the event of a breakdown of the service truck, the Employee shall immediately notify the Employer.

**SECTION 3.** All Service Employees shall keep themselves as neat and as clean as possible in their dealings with the Customer and General Public.

**SECTION 4.** The Service Employee will, prior to commencement of work at the job site, notify the Employer of his arrival on the job. At the close of the day or completion of the job, whichever is sooner, the Employee will notify the Employer of the status of the job.

**SECTION 5.** It is understood by the parties, that "craftsmanship" includes the intent of each Employee covered by this agreement, and will take advantage of the opportunities offered to improve his skills, advance himself in the newer techniques of his trade, and to keep abreast at all times of the advanced thinking in this field.

**SECTION 6.** All Employers and Employees shall abide by all OSHA requirements pertaining to work covered by this Agreement. All safety equipment furnished by the Employer shall be returned at the completion of the job, layoff or discharge, in reasonably good condition. Employees shall keep their safety equipment in good repair.

**SECTION 7.** It is agreed that representatives of NEMCA/ARC and the Refrigeration Division of Pipefitters Local Union 537 will meet on a quarterly basis to review the progress of the metal tradesmen category and such other industry matters pertinent to both parties.

**SECTION 8.** It is agreed that the Union can establish a Legal Defense Fund and a Legal Aid Fund and such payments to these funds shall be deductions from wages, and such deductions shall be under a dues assessment arrangement, and that if a Legal Aid Fund is established no monies can be used in any legal suit against any employer member of the association.

**SECTION 9.** On New Construction and Installation work, overtime work will be paid at time and one-half (1½) the rate for the first two hours immediately after the normal working hours and for eight (8) hours on Saturday also during the normal Monday through Friday work day hours. All other overtime will be paid at double the normal rate of pay.

When more than ten (10) hours are worked, there will be a fifteen (15) minute paid break after the tenth hour.

## **ARTICLE XXV Agreement Terms**

(a) The terms of this Agreement shall commence on the first day of September, 2017 and continue until the last day of August, 2021 and for additional periods of one (1) year thereafter, unless at least sixty (60) days prior to any subsequent anniversary date, either party hereto gives notice to the other of its intention to terminate the Agreement, in which event, the Agreement shall terminate on the expiration date of the current term.

(b) At least sixty (60) days prior to September 1, 2021, or at the end of any subsequent yearly period, either party may notify the other of any modifications of, or amendments to this Agreement or any portion thereof, which it desires to negotiate, which proposed modifications, or amendments shall be specified in the notice.

(c) Negotiations upon the modifications or amendments set forth in the notice or notices shall begin no later than sixty (60) days prior to September 1, 2021, or at the end of any subsequent yearly period and continue until agreement is reached on or before September 1, 2021, or the end of any subsequent yearly period, either party may thereafter give written notice to the other party of its intention to terminate the Agreement on a specified date, not less than thirty (30) days after the date of said notice.

(d) Notices shall be in writing and shall be sent by registered mail, addressed, if to the Union, to 35 Travis Street, Unit 2, Allston, MA 02134 regardless of the giving of such notice of intention to terminate, the parties shall continue to negotiate until agreement is reached or until this Agreement has been terminated on the date specified in the notice of intention by giving of a prior written final notice of termination.

(e) Holiday Clause. The existing holidays in the Agreement will be recognized in the new contract. 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 day 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.

(f) The three (3) Associations will work together in implementing an O.S.H.A. required training program with the cost to be borne by the Contractors Association. Pipefitters Local Union 537 agrees to recommend and urge participation by its members and allow the Pipefitters Training Center to be used.

**TRADE LINE AGREEMENT BETWEEN PIPEFITTERS LOCAL UNION 537  
And PLUMBERS LOCAL UNION 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 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 was 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

**APPENDIX 'A'**

It is agreed special tools to be supplied by company as needed:

Amprodes  
Simpson Meters  
Thermocouples  
Vacuum Pumps  
Welding Rigs, including Gauges, House-handles, Tips  
Electric Drills  
Die Stocks  
Meggers  
Temperature and Pressure Recorders  
Humidity Recorders  
Velometers  
Electric Leak Detectors  
Amperage, Voltage and Wattage Recorders  
Torque Wrenches  
Tachometers  
Oil Burner Service Kits  
Walkie-Talkies  
Prestolite Tanks – Includes regular hoses, gauges and handles  
Pipe Wrenches Over 12 inches  
Power Equipment  
¾ inch and up, Socket Sets  
Dial Indicator  
Micrometers

## **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

**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     |              |

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.

**Refrigeration, Air Conditioning and Oil Burners Division,  
of  
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

**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:*