

**AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
AND  
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 550,  
BOSTON, MASSACHUSETTS  
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE  
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND  
CANADA**

**(REVISED FEBRUARY 10, 2022)**

This Agreement made this 14<sup>th</sup> day of September, 2021, and **revised effective February 10, 2022**, by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union 550 (hereinafter referred to as "Union").

**ARTICLE 1**

The National Fire Sprinkler Association, Inc., a body corporate under authority from its contractor members pursuant to its By-Laws, has negotiated and signed this Agreement for and on behalf of its contractor members that have given the National Fire Sprinkler Association, Inc. written authority to negotiate this Collective Bargaining Agreement, each of whom is the "employer" party to this contract. A list of the names of those contractor members authorizing National Fire Sprinkler Association, Inc. to negotiate and execute this Agreement and on whose behalf it is negotiated and executed is attached hereto and made a part hereof.

It is further understood and agreed that any employer bound by the terms of this Agreement by virtue of the authority described in the above paragraph agrees that, if the employer withdraws their membership from NFSA or their membership is terminated for any reason, the employer shall be bound by all the terms and conditions of the Agreement for the balance of the term of this Agreement. NFSA agrees to immediately notify the Union when any employer member withdraws or is terminated from the Association and to further notify the Union of any new members joining NFSA within a period of ten (10) days following Board of Directors action.

**ARTICLE 2**

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent, and authority of the parties of the First and Second Part. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between Employer and Employee.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations, and undertakings. No change, modification, amendment, variation, or waiver of any of the terms and conditions of this Agreement, shall be valid unless executed or consented to in writing by a duly authorized representative of the Association and a duly authorized representative of the Local Union. During the term of this Agreement, contractor members of the Association, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agent or representative of the local union, which would change, modify, amend, vary, or waive any of the terms and conditions of this Agreement.

**FAVORED NATIONS CLAUSE:** It is agreed that the National Fire Sprinkler Association, on behalf of its contractor members and other contractors who have assigned their bargaining rights, shall have the right to automatically incorporate into this Agreement any terms and conditions negotiated by any other employer or employer group with Local 550 that are more favorable to employers than what was negotiated by the Association. The provisions of this paragraph will not be construed to prohibit Project Agreements for contractors signatory to this Agreement or to prevent certain temporary concessions for work already on the books for contractors who are being initially signed to this Agreement.

**PRE-BID CONFERENCES:** The Business Manager and/or Business Agent may hold pre-bid conferences with Bidding Signatory Contractors on an individual job basis, geographical area, or type of work in an effort to mutually agree on ways to enable the contractor to be more effective on that job, geographical area, or type of work. All pre-bid conference agreements or any special agreements which impact the Education Fund, Industry Improvement Fund, or any other joint fund will be reviewed and approved by the Business Manager and a representative from the National Fire Sprinkler Association. Approval will be confirmed in writing. Pre-bid conferences will only be available to signatory contractors who are current on all their payments to the Funds.

### **ARTICLE 3**

**TERRITORY:** The territory embraced in this Agreement shall include the following Massachusetts Counties in their entirety and shall consist of two (2) zones as described in the following Sections A and B: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth and Suffolk.

Also included in Sprinkler Fitters Local 550 territory are the following cities and towns in Worcester County: Berlin, Blackstone, Bolton, Boylston, Clinton, Grafton, Harvard, Hopedale, Lancaster, Mendon, Milford, Millville, Northborough, Northbridge, Shrewsbury, Southborough, Upton, Uxbridge and Westborough.

**SECTION A:** Effective September 16, 2021, the following towns will be designated as **Zone 1:**

ABINGTON	ASHLAND	BEDFORD	BILLERICA
ACTON	ATTLEBORO	BELLINGHAM	BLACKSTONE
ARLINGTON	AVON	BELMONT	BOLTON
ASHBY	AYER	BERLIN	BOSTON



BOXBOROUGH	BOYLSTON	BRAINTREE	BRIDGEWATER
BROCKTON	HOLLISTON	NEEDHAM	STOW
BROOKLINE	HOPEDALE	NEWTON	SUDBURY
BURLINGTON	HOPKINTON	NORFOLK	SWAMPSCOTT
CAMBRIDGE	HUDSON	NORTH ATTLEBORO	TAUNTON
CANTON	HULL	NORTH READING	TEWKSBURY
CARLISLE	KINGSTON	NORTHBOROUGH	TOWNSEND
CHELMSFORD	LAKEVILLE	NORTHBRIDGE	TYNGSBOROUGH
CHELSEA	LANCASTER	NORTON	UPTON
CLINTON	LEXINGTON	NORWELL	UXBRIDGE
COHASSET	LINCOLN	NORWOOD	WAKEFIELD
CONCORD	LITTLETON	PEMBROKE	WALPOLE
DEDHAM	LOWELL	PEPPERELL	WALTHAM
DOVER	LYNN	PLAINVILLE	WAREHAM
DRACUT	LYNNFIELD	PLYMOUTH	WATERTOWN
DUNSTABLE	MALDEN	PLYMPTON	WAYLAND
DUXBURY	MANSFIELD	QUINCY	WELLESLEY
EAST BRIDGEWATER	MARLBOROUGH	RANDOLPH	WEST BRIDGEWATER
EASTON	MARSHFIELD	RAYNHAM	WESTBOROUGH
EVERETT	MAYNARD	READING	WESTFORD
FOXBORO	MEDFIELD	REVERE	WESTON
FRAMINGHAM	MEDFORD	ROCKLAND	WESTWOOD
FRANKLIN	MEDWAY	SAUGUS	WEYMOUTH
FREETOWN	MELROSE	SCITUATE	WHITMAN
GRAFTON	MENDON	SHARON	WILMINGTON
GROTON	MIDDLEBOROUGH	SHERBORN	WINCHESTER
HALIFAX	MILFORD	SHIRLEY	WINTHROP
HANOVER	MILLIS	SHREWSBURY	WOBBURN
HANSON	MILLVILLE	SOMERVILLE	WRENTHAM
HARVARD	MILTON	SOUTHBOROUGH	
HINGHAM	NAHANT	STONEHAM	
HOLBROOK	NATICK	STOUGHTON	

**SECTION B:** Effective September 16, 2021, the following towns will be designated as **Zone 2:**

ACUSHNET	ESSEX	MASHPEE	SALEM
AMESBURY	FAIRHAVEN	MATTAPOISETT	SALISBURY
ANDOVER	FALL RIVER	MERRIMAC	SANDWICH
BARNSTABLE	FALMOUTH	METHUEN	SEEKONK
BERKLEY	GAY HEAD	MIDDLETON	SOMERSET
BEVERLY	GEORGETOWN	NANTUCKET	SWANSEA
BOURNE	GLOUCESTER	NEWBEDFORD	TISBURY
BOXFORD	GOSNOLD	NEWBURY	TOPSFIELD
BREWSTER	GROVELAND	NEWBURYPORT	TRURO
CARVER	HAMILTON	NORTH ANDOVER	WAREHAM
CHATHAM	HARWICH	OAK BLUFFS	WELLFLEET
CHILMARK	HAVERHILL	ORLEANS	WENHAM
DANVERS	IPSWICH	PEABODY	WEST NEWBURY
DARTMOUTH	LAWRENCE	PROVINCETOWN	WEST TISBURY
DENNIS	MANCHESTER BY	REHOBOTH	WESTPORT
DIGHTON	THE SEA	ROCHESTER	YARMOUTH
EASTHAM	MARBLEHEAD	ROCKPORT	
EDGARTOWN	MARION	ROWLEY	

#### ARTICLE 4

**UNION SHOP:** All present employees covered by this Agreement shall, as a condition of employment, become members of Local Union No. 550, Thirty (30) days following September 16, 2021 and shall continue as a member in good standing. All new employees shall, as a condition of employment, become members of Local Union No. 550 at the end of thirty (30) days employment.

Effective September 16, 2021, a person not a member of the United Association shall be accepted for employment as a Journeyman when they have produced for the employer sworn affidavits of Five (5) years' experience in the Sprinkler Industry as a helper, apprentice, and/or Journeyman on the letterhead of their previous employer(s). The Five (5) year period conforms to the period of apprentice training set forth in the Apprenticeship Standards of the Sprinkler Industry.

#### ARTICLE 5

**SCARCITY OF HELP:** If after forty-eight (48) hours' notice the Union is unable to furnish Journeyman sprinkler fitters, the Party of the First Part shall be at liberty to employ Journeyman sprinkler fitters as they see fit.

When Journeyman sprinkler fitters are brought in from other localities to work within the jurisdiction, they shall be paid the same rate and work under the same conditions as the Local Union members and shall report to the Local Business Representative personally before starting to perform work in local jurisdiction and territory.

In cases where the employer has requested members from the Business Manager, this request shall remain open until formally canceled by the employer. The contractor shall give Eight (8) hours' notice during normal business hours to the Union and the individual(s) affected relative to layoff of Forepersons, Journeymen or apprentices. It is understood that the Joint Apprenticeship Committee shall also be notified when apprentices are laid off. When an apprentice is laid off, they shall be considered continuously employed until such time as the signatory contractor returns said apprentice's evaluation form by email or fax to the union hall.

The Union and the Employer agree to abide by all recognized Federal, State and City regulations pertaining to minority hiring and all jobs where such regulations are in effect shall be staffed accordingly, in the spirit of Affirmative Action.

#### ARTICLE 6

##### **SECTION A: WAGES – ZONE 1:**

Effective September 16, 2021, the rate of wage to be paid under this Agreement for sprinkler fitters in Zone 1 shall be Sixty-Two Dollars and Forty-Five Cents (\$62.45) per hour.



Effective October 1, 2021, the rate of wage to be paid under this Agreement for sprinkler fitters in Zone 1 shall be Sixty-Three Dollars and Thirty Cents (\$63.30) per hour.

Effective March 1, 2022, there will be an economic increase of One Dollar and Sixty Cents (\$1.60) per hour.

Effective October 1, 2022, there will be an economic increase of One Dollar and Seventy Cents (\$1.70) per hour.

Effective March 1, 2023, there will be an economic increase of One Dollar and Seventy Cents (\$1.70) per hour.

Effective October 1, 2023, there will be an economic increase of One Dollar and Seventy-Five Cents (\$1.75) per hour.

Effective March 1, 2024, there will be an economic increase of One Dollar and Eighty Cents (\$1.80) per hour.

Effective October 1, 2024, there will be an economic increase of One Dollar and Eighty Cents (\$1.80) per hour.

Effective March 1, 2025, there will be an economic increase of One Dollar and Eighty Cents (\$1.80) per hour.

The Union will, in its sole discretion by membership vote, determine the allocation of economic increases.

#### **SECTION B: WAGES – ZONE 2:**

The Reduced Rate Area shall be referred to as Zone 2 for the purposes of this Agreement. The wage rate in the areas designated as Zone 2 will be equal to Ninety Percent (90%) of the Zone 1 Journeyman's wage rate. Please refer to Article 6, Section A for Zone 1 rates and to current wage sheets as provided by the Union.

Contributions to all fringe benefit funds shall be equal to Zone 1 contributions.

The Union will, in its sole discretion by membership vote, determine the allocation of economic increases.

#### **SECTION C:**

Each employee shall receive, with their paycheck, a paystub setting forth the gross pay, all deductions and the amounts thereof, and the amount of contributions made on behalf of the employee to the fringe benefit funds.

Wages shall be paid on or before 4:30 p.m. each Thursday and shall include all wages due up to and including the previous Friday. It, being understood, that the employer shall use diligence in handling payrolls but will not be responsible for unavoidable causes in case wages are not paid at the time intended.

An employee who does not receive a paycheck by 4:30 p.m. on Thursday has the responsibility to notify the employer or employer representative about the late paycheck, and, subsequent to notification, the employee shall be entitled to 8 hours pay for each Twenty-Four (24) hour period after 12 Noon of date notified that check is late.

When the employer issues checks not accepted or covered by the employer through their Bank, this will be considered as non-payment of wages and shall be subject to the above penalties.

When an employee is discharged or laid off they shall be considered to be continuously employed until such time as they received payment for their full wages.

Employers shall have the right to pay in cash or by check.

Each job shall have a Foreperson.

A Local 550 member will receive Foreperson's rate on all jobs in the territory covered by this Agreement.

The selection and appointment of Forepersons is the responsibility of the employer.

Effective September 16, 2021, the Foreperson's rate shall be Journeyman's Rate plus Four Dollars (\$4.00) per hour with a workforce of 1-6 (including the Foreperson) and Five Dollars and Fifty Cents (\$5.50) per hour with a workforce of 7 or more (including the Foreperson).

Effective October 1, 2021, the foreperson's rate shall be Journeyman's Rate plus Four Dollars and Fifty Cents (\$4.50) per hour with a workforce of 1-6 (including the Foreperson) and Six Dollars (\$6.00) per hour with a workforce of 7 or more (including the Foreperson).

Overtime for Forepersons shall be the Journeyman's rate plus the Foreperson's additional rate times the appropriate overtime premium.

The Foreperson shall be responsible for the members on the job.

## ARTICLE 7

### CARFARES:

Effective September 16, 2021, the carfare for all of Local 550's territory shall be Sixteen Dollars (\$16.00) per day.



Effective October 1, 2021, the carfare for all of Local 550's territory shall be Sixteen Dollars and Fifty Cents (\$16.50) per day.

Effective October 1, 2022, the carfare shall increase to Seventeen Dollars (\$17.00) per day.

Effective October 1, 2023, the carfare shall increase to Seventeen Dollars and Fifty Cents (\$17.50) per day.

Effective October 1, 2024, the carfare shall increase to Eighteen Dollars (\$18.00) per day.

An employee shall be paid up to Ten Dollars (\$10.00) per day for parking if the contractor requires the employee to bring their car into the City. A receipt must be submitted by the employee to the employer.

Effective September 16, 2021, when an employee is required during the course of a working day to move from one job to another job, they shall be paid Fifty-Six and One-Half Cents (\$0.565) per mile from job to job in accordance with I.R.S. Standard Mileage Rates. The distance shall be determined by using MapQuest or a similar computer-generated mapping program.

#### **MARTHA'S VINEYARD, NANTUCKET:**

When working on Martha's Vineyard or Nantucket, the contractor is responsible for transportation costs to and from the Islands. Travel pay for commuting to and from the Islands will be compensated as one hour at regular time, plus benefits, each way. Travel time is not subject to overtime pay unless traveling from job to job from one Island to the other or from either Island back to the mainland.

When working on Martha's Vineyard or Nantucket, at the option of the employer, employees may be assigned to a forty (40) hour work week consisting of four (4) days, each with shifts of ten (10) hours, instead of the traditional work week of five (5) days consisting of eight (8) hour shifts.

In the event an overnight stay is required, the contractor is responsible for procuring and paying for adequate housing (one bedroom or hotel room per person), plus Eighty Dollars (\$80.00) per Diem for food and expenses per person. For a trip that involves an overnight stay, travel time will be compensated as one hour at regular time on the date of departure to the Island and one hour at regular time on the date of return to the mainland, plus benefits.

### **ARTICLE 8**

#### **HOURS OF WORK, OVERTIME AND SHIFTS**

A. **HOURS OF WORK:** The standard workday shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 5:30 p.m. excluding the lunch period.

B. **SHIFTS:** Shift work may be performed at the option of the Employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive workdays.

The day shift shall work a regular eight-hour shift as outlined above. Eight (8) hours of work constitutes a shift. The hourly rate for employees on the second and, if applicable, the third shifts shall be fifteen percent (15%) above the basic hourly rate. The day shift must include at least two (2) employees, one of whom shall be a Journeyperson.

**C. OFF HOURS:** On all buildings that are occupied and the hours are not under the control of the contractor, and hours do not fall into the category of the regular workday or the shift clause cannot apply, the contractor may work the "off hours" at straight time plus 15%. This paragraph shall not apply to new construction, emergency work.

It is understood that prior to the initiation of the "off hours" shift, the owner of such building (or the owner's representative) shall provide a written confirmation as to the owner's necessity that the work in the above paragraph be done during the "off hours" period and the Union is to be notified with a copy of the owner's letter five (5) days prior to starting the job. It is also understood that an employee who works a regular day shift shall not work the "off hours" clause outlined above during the same 24 (Twenty-Four) hour period.

When off hours work is performed, it must continue for a period of not less than five (5) consecutive workdays.

If for any reason the established workday of 6:00 a.m. to 5:30 p.m. is changed and notice was not given during the bidding process of the intent to utilize the off hours clause, then the "off hours" clause shall not apply. Workers shall be paid in conformance with paragraph D when normal working hours are changed during the construction phase.

All overtime worked under the "off hours" shift shall be in conformance with paragraph D, entitled overtime and holidays.

**D. OVERTIME AND HOLIDAYS ZONE 1:** All overtime, that is work outside of the established shifts, shall be at double time (double time to mean double the Journeyperson's or apprentice's wage rate), including Saturdays, Sundays, and Holidays. The following days shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; and the following days when worked in the territory of Boston Local Union 550: Martin Luther King Jr. Day, President's Day, Patriot's Day (optional holiday), Columbus Day, and Veterans' Day. All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are celebrated on Saturday.

In 2021, Thanksgiving Day shall be a paid holiday. Any employee in the employment of a contractor twenty (20) working days prior to Thanksgiving Day 2021 shall be entitled to this paid holiday, unless said employee was discharged for just cause or voluntarily left the employment of the Employer during this twenty (20) working day period. Beginning in 2022 and thereafter, Thanksgiving Day shall no longer be a paid holiday.

Patriot's Day will become an optional holiday. If a member chooses to work on that day, they will be paid regular wages, not holiday wages.



During the life of this Agreement, Memorial Day shall be a paid holiday. Any employee in the employment of a contractor twenty (20) working days prior to Memorial Day shall be entitled to this paid holiday, unless said employee was discharged for just cause or voluntarily left the employment of the Employer during this twenty (20) working day period.

**Exception:** The ninth (9th) and tenth (10th) hours worked Monday through Friday shall be paid at time and one half the Journeyperson's or apprentice's wage rate for Sprinkler Fitters and apprentices working the job. If Sprinkler Fitters and apprentices are brought from another job to work, they shall be paid at double time in Zone 1. The ninth (9th) and tenth (10th) hours are to be consecutive to the standard workday as described in paragraph A above. All Service/Emergency work outside the established shift shall be paid at double time in Zone 1 and Time and One-Half in Zone 2.

All overtime on Davis-Bacon or state prevailing wage jobs shall be time and one-half.

**OVERTIME AND HOLIDAYS ZONE 2:** All overtime, that is work outside of the established shifts shall be at time and one-half, (time and one-half to mean one-and-one-half times the Journeyperson's or apprentice's wage rate) except for Sundays and Holidays which shall be at double time (double time to mean double the Journeyperson's or apprentice's wage rate). The following days shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and the following days when worked in the territory of Boston Local Union 550: Martin Luther King Jr. Day, President's Day, Patriot's Day (optional holiday), Columbus Day and Veterans' Day. All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are celebrated on Saturday.

In 2021, Thanksgiving Day shall be a paid holiday. Any employee in the employment of a contractor twenty (20) working days prior to Thanksgiving Day 2021 shall be entitled to this paid holiday, unless said employee was discharged for just cause or voluntarily left the employment of the Employer during this twenty (20) working day period. Beginning in 2022 and thereafter, Thanksgiving Day shall no longer be a paid holiday.

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All overtime on Davis-Bacon or state prevailing wage jobs shall be time and one-half.

**E.** It is further agreed that any employee after being hired or reporting for work at the regular time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages: unless they have been notified by 8:00 P.M. the night previous not to report. Employees may not be called between 8 p.m. and 7 a.m. However, any calls made between 3:30 p.m. and 8 p.m. shall be limited to reasonable calls only to cover job circumstances which develop beyond

the control of the Employer (i.e. hiring, rehiring, moving of employees due to sickness, movement of employees for conformity of language in Agreement). The above shall not apply to emergency work. If an employee reports back after lunch, they shall be paid three hours, except on Saturday or Sunday. An exception shall be made when strike or weather conditions make it impossible to put such an employee to work or any stoppage of work is occasioned thereby or any employee leaves work of their own accord.

It is understood that if an employee starts work and must stop work because of weather conditions, they shall receive a minimum of four (4) hours pay for that day at the prevailing wage rate.

F. Overtime work on a job shall be offered as far as possible to the employees on that job, including apprentices.

G. Any employee who is injured on the job to the extent that they need medical care shall be paid a full day's wages for the day of the injury if the doctor determines that the injury is serious enough to prevent the employee from returning to work that day.

H. Effective January 1, 2022, all employers party to this Agreement shall provide paid sick leave in accordance with the Massachusetts Earned Sick Time Law, M.G.L. c. 149 § 148C.

## **ARTICLE 9**

**SUPERINTENDENT:** Inasmuch as the Superintendent is the agent of the employer, the employer may select anyone they see fit to act as superintendent.

## **ARTICLE 10**

**PRODUCTION OF LABOR:** It is agreed that a fair day's work will be performed at all times and the highest possible standard of work shall be maintained.

There shall be no limitation as to the amount of work to be performed.

No fitter or apprentice working for any employer shall work overtime for another employer during any twenty-four-hour period. There shall be no shopping or loaning of Journeypersons or apprentices from one employer to another.

There shall be no restriction as to the use of machinery, tools and equipment. In the performance of work the employer and the members of the Union shall comply at all times with all applicable federal, state, and municipal safety laws and regulations and with all requirements of the employer's insurers.

In recognition of the hazards presented by the presence of asbestos, there shall be cooperation between the employer and Local 550 to ensure that proper precautions are taken to secure a safe work environment as determined by the prevailing federal, state and/or municipal regulations.



There shall be no restriction as to the use of materials.

It is understood and agreed that the party of the First Part shall have the right to make on only one (1) fitting on threaded pipe, permanently tight in the factory for shipment to any job within the territory of Local Union 550 and that the Employees covered by this Agreement shall install this material without objection or interruption. All work involved in the trimming of valves or pumps consistent with past practice shall be the work of Local 550 employees on the jobsite. However, trimming of valves outside of Boston and Cambridge shall be done at the discretion of the employer. Pre-trimmed valves may be used outside of Boston and Cambridge, with the exception of projects that are Union financed or PLAs.

The foregoing shall, however, not apply to spool pieces, feed main nipples and risers; and pipe and fittings that must be hot dipped.

There shall be no restriction as to the manner in which work shall be done.

Employers are at liberty to discharge whomsoever they desire for just cause, but when members are discharged or laid off they shall be paid in full.

#### **ARTICLE 11**

**PRODUCTIVITY:** There shall be no limitation of the amount of work to be performed.

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

There shall be no limitation as to the manner in which work shall be done.

There shall be no restriction as to the use of material.

All work performed by employees covered by this Agreement shall be left in such a finished condition that its appearance and stability will reflect the skill of fire protection craftsman.

The Union shall provide employees for all jobs of the Employer's which come within the jurisdiction of the Union. There shall be no limitation imposed by the Union upon the amount of work any employee may perform.

#### **ARTICLE 12**

**MATERIALS AND EQUIPMENT AND FABRICATION:** The Union shall accept all materials and equipment as delivered by or for the Employer and the unloading, handling and installing of such material and equipment shall be performed by employees covered by this Collective Bargaining Agreement.

All brazing and soldering of copper pipe done in the sprinkler industry shall be fabricated and assembled by Journeypersons or apprentices on the job site.

The preparation of pipe for mechanical fittings may be performed in the factory. The attachment of the mechanical fittings to said pipe shall be performed in the field by employees covered by this collective bargaining agreement. Preparation of pipe for use with plain-end fittings shall be done on the job site.

Should plastic pipe be used, the parties to this agreement shall, upon thirty days prior notice, meet and discuss this matter.

### **ARTICLE 13**

**TOOLS:** Tools, including small hand tools, will be furnished the employee by the employer. Small hand tools (Rigid 8 inch pipe wrench, 25 foot Stanley Tape Measure or equivalent and a 9 inch Craftsman Torpedo Level or equivalent to be furnished once a year on November 1<sup>st</sup>). At the close of each day, employees shall see that each tool is put in its proper place as safe from theft and injury as possible. Employees are to be allowed time to clean and put away tools before the close of the day. The employer shall be required to provide lifts, when possible, where work requires use of a ladder of 14 feet or greater in length.

### **ARTICLE 14**

**NON-DISCRIMINATION:** The parties to this Agreement acknowledge that they are subject to State and Federal Law and municipal ordinances regarding equal opportunity and fair employment and therefore will jointly take the necessary steps to comply with these laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment practice laws and ordinances. There shall be no discrimination with regard to a protected class as defined by the Federal Government and Massachusetts Law, by either the Union or the Employer, relative to employment or conditions of employment.

The terms "Journeyperson", "Journeypersons", "Foreperson" and "Forepersons" used throughout this Agreement are meant to define a recognized level of competency and includes all genders.

### **ARTICLE 15**

**PERSONNEL:** One fitter may be sent to do small jobbing work.

On all pipe four (4") inches or larger, adequate equipment and personnel shall be provided.

There shall be at least two (2) employees on new construction, except where conditions will safely allow one (1) employee to work alone.



## ARTICLE 16

**APPRENTICESHIP:** Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

Further, on May 1<sup>st</sup> and November 1<sup>st</sup> of each year during the remainder of this Agreement, the Joint Apprenticeship Committee shall meet to review the personnel situation. If no agreement can be reached regarding personnel needs, within five (5) days of May 1<sup>st</sup> or November 1<sup>st</sup>, the personnel situation will be submitted to final and binding arbitration as set forth in STEP 4 of the Grievance and Arbitration Procedure.

It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee, and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) Journeypersons (1:3); two (2) apprentices for each six (6) Journeypersons (2:6); three (3) apprentices for each nine (9) Journeypersons, etc.

The Joint Apprentice Committee shall immediately replace all apprentices that drop out of the program and all Journeypersons that retire, die, or leave the industry.

## ARTICLE 17

### **NATIONAL AUTOMATIC SPRINKLER INDUSTRY APPRENTICE AND TRAINING FUND:**

In order to carry out the functions of the Apprentice Program, each contractor who is a party to this Agreement shall pay to the National Automatic Sprinkler Industry Apprentice and Training Fund (the "Apprentice Fund") One Dollar and Six Cents (\$1.06) per hour in Zones 1 and 2. Effective October 1, 2021, the hourly contribution to the Apprentice Fund shall increase to One Dollar and Eleven Cents (\$1.11). Effective October 1, 2022, the hourly contribution to the Apprentice Fund shall increase to One Dollar and Sixteen Cents (\$1.16). Effective October 1, 2023, the hourly contribution to the Apprentice Fund shall increase to One Dollar and Twenty-One Cents (\$1.21). Effective October 1, 2024, the hourly contribution to the Apprentice Fund shall increase to One Dollar and Twenty-Six Cents (\$1.26).

It shall be the duty of the Trustees of this fund to collect contributions from employers who are a party to this Agreement and to disburse from this fund monies, less the expenses of collection and administration, for expenses incurred by the Joint Apprentice Committee in the territory embraced by this Agreement in carrying out the functions of the Apprentice Program.

In consideration of benefits to be derived the Union and Employers, party to this Agreement, do hereby join in and subscribe to the Agreement and Declaration of Trust, as amended and restated as of February 23, 2016, for the Apprentice Fund and agree to be bound by amendments thereto and the employers to the Agreement agree to make contributions as set forth in the Agreement to the Trustees, and further, the parties to this Agreement authorize the parties of the Apprentice Fund

to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of the Apprentice Fund as fully and completely as if made by the undersigned.

Local 550 reserves the right to withdraw from the Apprentice Fund through the life of this Agreement upon the issuance of ninety (90) days' notice to the Association.

**United Association International Training Fund:** In order to carry out the functions of the International Training Fund, each contractor who is a party to this Agreement shall forward to the NASI Fund Office Ten Cents (\$0.10) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective September 16, 2021. NASI will forward these contributions to the United Association International Training Fund.

## **ARTICLE 18**

**JURISDICTION OF WORK:** The work of the sprinkler fitter and/or apprentice on the job site shall consist of the preparation and installation of all fire protection and fire control systems including the unloading, handling by hand and power equipment, including the cutting, grooving, taping and doping of all sprinkler pipe and heads including the laying out of all pipe including the handling and installation of all rods and hangars pertaining to the sprinkler system preparation of pipe or related equipment or material, including moving said material, equipment or stock from place to place on a job site and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, manual dry standpipes, back flow preventers, diesel, gas and electric fire pumps, exhaust and fuel lines, hose cabinets and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems, dry chemical systems, CO-2, gaseous fire suppression systems (e.g.) halon, FM 200, V.E.S.D.A. (very early smoke detection apparatus) systems and foam used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, residential supply tanks, testing of fire pumps, the locating of and cutting or coring of all holes for piping, the typical caulking and fire safig of holes for piping and the dismantling of sprinkler pipe, but excluding steam fire protection systems. The parties recognize the applicability of Massachusetts General Law Chapter 146, Section 81 regarding fire protection sprinkler systems as in effect on September 16, 2021.

The above paragraph reflecting the understanding that "the locating and cutting or coring of all holes for piping" language will not preclude a sprinkler contractor from using a subcontractor as long as a Journeyperson sprinkler fitter is used with each core driller.

The Joint Apprenticeship and Training Committee will offer classes to train sprinkler fitters for licenses that are in the jurisdiction of the work of the sprinkler fitter to enable fitters to obtain such licenses.

**Subcontracting:** Any Employer party to this Agreement may subcontract the work as outlined in the paragraph above, provided they subcontract to a contractor that has a collective bargaining agreement with Local Union 550.



## ARTICLE 19

**GRIEVANCE PROCEDURE AND ARBITRATION:** During the term of this Agreement, there shall be no strikes or lockouts. However, violation by a contractor involving:

- a) Non-payment of wages at the time due
- b) Non-reporting of fringe contributions due and payable under this Agreement.
- c) Failure to abide by the decision of the Grievance Committee as set forth in STEP 3 of this article or the impartial arbitrator as set forth in STEP 4 of this article.

...shall be excluded from the Grievance Procedure of this Article, and the union shall have the right to remove employees from any job or jobs of the employer or to take other legal economic action against the employer.

All disputes and grievances by employees and employers relative to the interpretation or application of this Agreement shall be processed in the following manner:

**STEP 1:** An employee with a grievance relative to the interpretation or application of this Agreement shall advise the Business Manager and/or the Business Agent of the Local Union within two (2) working days of the occurrence of the grievance or dispute.

The Business Agent shall contact the employer within five (5) working days and attempt to resolve said grievance. If they fail to resolve the grievance, the Business Manager and/or Business Agent shall:

**STEP 2:** Reduce the grievance to writing, setting forth the exact date of the alleged grievance and person or persons involved, the nature of the grievance and the article of the Agreement which has been violated, and submit this to the National Fire Sprinkler Association, Inc. by registered mail requesting a meeting within ten (10) working days of receipt of said grievance. If the employer is not a member of the National Fire Sprinkler Association, the employer shall also be contacted by registered mail, and the ten (10) working day period shall run from their receipt of the request.

**STEP 3:** Within ten (10) working days of the receipt of said notice, a Grievance Committee composed of two (2) representatives from the National Fire Sprinkler Association, Inc. and two (2) representatives from the Local Union shall meet to resolve said grievance or dispute. If the employer does not respond to the request for a meeting in Step 2 or does not participate in Step 3, the grievance shall automatically proceed to Step 4.

If the Grievance Committee fails to resolve the grievance, they shall immediately submit the grievance to final and binding arbitration as follows:

**STEP 4:** The grievance shall be submitted to an impartial arbitrator agreeable to and selected by the National Fire Sprinkler Association, Inc. and Local Union 550 in accordance with the FMCS Arbitration Policies and Procedures.

If the parties are unable to agree upon an impartial arbitrator within a period of fifteen (15) days, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. After receipt of the names of the seven (7) arbitrators the parties shall meet and alternate in striking names from the list, with the first striking decided by the toss of a coin. The remaining name after each party has struck three (3) names shall be the impartial arbitrator.

The decision of the arbitrator shall be final and binding on both parties. The duties, however, of the arbitrator, shall be limited to the interpretation and application of the Agreement, and the arbitrator shall have no powers to change or amend this Collective Bargaining Agreement.

If the employer or the Association has a grievance relative to the interpretation or application of this Agreement, the grievance shall be submitted to Local Union 550 in writing by registered mail within four (4) working days of occurrence of the grievance, setting forth the exact date of the grievance and the nature of the grievance.

The Union shall meet with the Employer within five (5) working days of receipt of the grievance to discuss said grievance.

If the parties fail to resolve the grievance a Grievance Committee composed of two (2) representatives from the National Fire Sprinkler Association, Inc. and two (2) representatives from the Local Union with the Employer present, shall meet within ten (10) working days of notice that the parties did not resolve the grievance. If the Grievance Committee fails to resolve the grievance it shall be submitted to final and binding arbitration as follows:

The grievance shall be submitted to an impartial arbitrator agreeable to and selected by the National Fire Sprinkler Association, Inc. and Local Union 550.

If the parties are unable to agree upon an impartial arbitrator within a period of fifteen (15) days then either party may request the Federal Mediation and Conciliation Service to submit a list of seven names. After receipt of the names of the seven (7) arbitrators the parties shall meet and alternate in striking names from the list, with the first striking decided by the toss of a coin. The remaining name after each party has struck three (3) names shall be the impartial arbitrator.

The decision of the arbitrator shall be final and binding upon both parties. The duties, however, of the arbitrator shall be limited to the interpretation and application of the Agreement and the Arbitrator shall have no powers to change or amend the Collective Bargaining Agreement.

The loser shall bear the total expense of the arbitration.

## **ARTICLE 20**

**VACATIONS:** Each Fitter and Apprentice shall be entitled to take a two-week vacation during the calendar year without pay.



The Fitter and Apprentice shall not enter into employment of sprinkler fitting during a vacation period.

Vacations shall be taken between January 1 and December 31 in the year in which the vacation is due, unless both the employer and the employee agree that it may be taken at another time. Due consideration shall be given to the scheduling of vacations so as not to disrupt the operation of the employer.

The contractors agree to provide for a payroll deduction to provide money for a Vacation Fund, should the members of Local 550 express a desire to participate in one. The details of the Fund are as follows:

- a. Each Local #550 member can participate in the Fund.
- b. There are six (6) options for employees to have monies deducted from their pay (post-tax) by the employer to the Fund.
  1. \$ 0.00 per hour deducted from pay.
  2. \$ 1.00 per hour deducted from pay.
  3. \$ 2.00 per hour deducted from pay.
  4. \$3.00 per hour deducted from pay.
  5. \$4.00 per hour deducted from pay.
  6. \$5.00 per hour deducted from pay.
- c. Only one (1) declaration of the options can be taken when initially hired, or in the month of January each calendar year.
- d. Checks will be issued from the Vacation Fund to the participants two (2) times per year (June 1 and December 1). There are no early withdrawals permitted from the Vacation Fund.
- e. Payroll deductions to the Vacation Fund would be due in accordance with the various other union fund deductions.

## ARTICLE 21

**HEALTH AND WELFARE:** It is mutually agreed that a Welfare Fund has been established for the members of Local 550 on a National Automatic Sprinkler Industry basis.

Effective September 16, 2021, each contractor shall pay to the Fund Ten Dollars (\$10.00) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. Forty-Five Cents (\$0.45) per hour of the above-mentioned contribution is to be applied to the National Automatic Sprinkler Industry Welfare Fund – Retired Employee Subsidy Account (RESA).

The contractor or the Association party to this Agreement shall not be responsible for any expense or costs beyond this hourly contribution as set forth herein.

## **ARTICLE 22**

**PENSION:** It is mutually agreed that a Pension Fund has been established on a National Automatic Sprinkler Industry basis for those employees whose wages are covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor as a party to this Agreement shall pay to the fund Seven Dollars (\$7.00) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective September 16, 2021.

The contractor or the Association party to this Agreement shall not be responsible for any expense or costs beyond this hourly contribution as set forth herein.

## **ARTICLE 23**

**ASSENT OF HEALTH AND WELFARE AND PENSION:** In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 550, Boston, Massachusetts, although not a party to the Local 669 Agreement, does hereby join in and does subscribe to the Declaration of Trusts of the National Automatic Sprinkler Industry Welfare Fund and the National Automatic Sprinkler Industry Pension Fund made between the National Fire Sprinkler Association, Inc. and Local Union 669 and agrees to be bound by any amendments thereto and the employers to this Agreement with Sprinkler Fitters Local Union No. 550, Boston, Massachusetts, agree to make contributions in the amounts as set forth in this Agreement to the Trustees as provided by the Trust Agreement between the National Fire Sprinkler Association, Inc. and Local Union 669, and further, the parties hereto authorize said parties of the 669 Agreement to name Trustees and successor Trustees to administer said Welfare and Pension Fund, hereby ratifies and accepts such Trustees in the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

## **ARTICLE 24**

**DURATION OF AGREEMENT:** The duration of this Agreement shall be from September 16, 2021 to September 15, 2025.

## **ARTICLE 25**

**PROVISIONS FOR RENEWAL OF AGREEMENT:** It shall be provided that not less than three (3) months prior to the termination date of this Agreement the subscribers thereto shall meet and prepare for such alterations or amendments as may be necessary, and failing to do so, this Agreement remains in force from year to year until notice of three (3) months is served.



## ARTICLE 26

Each contractor who is a subscriber to this Agreement or who desires to become a subscriber to this Agreement shall furnish to the Union a Surety Bond to assure the payment of wages and all fringe benefit contributions as set forth in this Agreement, based on number of covered employees:

1 to 10 employees	\$40,000
11 to 20 employees	65,000
21 to 30 employees	90,000
31 to 40 employees	120,000
more than 40 employees	170,000

This bond is provided to assure the payment of wages and all fringe contributions, and vacation withholdings as required by this Agreement, during the duration of the Agreement. New employers may post \$40,000 cash in lieu of Surety Bond. Such bond shall be renewable on the anniversary date of this Agreement.

If the employer does not acquire a surety bond or the contractor delinquency exceeds the insured coverage after 30 days delinquency, the contractor will be required to pay all fringe benefit contributions and dues deductions on a weekly basis.

The union may upon verification of delinquency from the administrator of the welfare and pension fund office remove employees covered by this agreement from employment of said contractor for non-payment of welfare and pension contributions providing advance notice of not less than 72 hours is given of such action to the contractor. Removal of employees from said contractor shall continue until the administrator of the welfare and pension fund verifies that such delinquency has been rectified.

Any loss of wages due to said work stoppage because of non-payment of fringes shall be due and owing by the employer to said employees.

The Union shall furnish to the National Fire Sprinkler Association, Inc. a copy of each Surety Bond received by the Union within sixty (60) days after the signing of this Agreement.

## ARTICLE 27

**SAVINGS CLAUSE:** In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. In the event, however, that any article or provision to this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead, an article or provision which will meet with the objections to its validity and which will be in accord with the intent and purposes of the article or provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby.

This Agreement having been negotiated in good faith and the parties believing that all provisions are legal, it is hereby agreed that the invalidation of any article or provision of this agreement by any of the authorities described above shall not confer on the union the right to strike or on the Employer the right to lock out.

## **ARTICLE 28**

### **VOLUNTARY WORK ASSESSMENT DEDUCTION:**

#### **ZONE 1:**

Effective September 16, 2021, and upon notice of the employee's written authorization each employer shall deduct from the employee's weekly wage Four Dollars and Twenty-Five Cents per hour (\$4.25) for each hour worked by the employee (Fifteen Cents (\$0.15) for the Local 550 Building Fund and Four Dollars and Ten Cents (\$4.10) for the Local 550 Public Relations Fund,) and remit same with a check payable to the Local Union on the first of the following month to the Financial Secretary of Local Union 550, together with a list of the names of the employees, their social security numbers, the hours worked and the period covered from whom pay deductions were made. Employers who fail to remit on the first of the month may be required to remit on a weekly basis thereafter. The Union shall furnish the employer with the necessary reporting forms.

#### **ZONE 2:**

Effective September 16, 2021, and upon notice of the employee's written authorization each employer shall deduct from the employee's weekly wage Two Dollars and Eighty Cents per hour (\$2.80) for each hour worked by the employee (Fifteen Cents (\$0.15) for the Local 550 Building Fund and Two Dollars and Sixty-Five Cents (\$2.65) for the Local 550 Public Relations Fund) and remit same with a check payable to the Local Union on the first of the following month to the Financial Secretary of Local Union 550, together with a list of the names of the employees, their social security numbers, the hours worked and the period covered from whom pay deductions were made. Employers who fail to remit on the first of the month may be required to remit on a weekly basis thereafter. The Union shall furnish the employer with the necessary reporting forms.

The Union and the employee shall hold harmless the National Fire Sprinkler Association, Inc. and the individual employers against all claims, actions, losses, damages or the like including all attorney fees arising from or in any way connected with the payment of these withholdings.

The Union shall notify the Association in writing of any change in rate of dues and an amendment shall be drawn up reflecting said change.



## **ARTICLE 29**

**INDUSTRY FUND:** Effective October 1, 2021, employers shall pay to the National Automatic Sprinkler Industry Fund a sum of money equal to Forty Cents (\$0.40) per hour. It is understood that Twenty-Five Cents (\$0.25) per hour of the contribution rate shall be used for the purposes of Contract Administration and National Programs, and the remaining Fifteen Cents (\$0.15) per hour shall be used as directed by the Local Advisory Committee established by the Trustees within the guidelines of the Trust Agreement for the purpose of advancing and promoting the automatic fire protection industry within the territory of LU 550.

Employers agree to become a party to the Agreement and Declaration of Trust establishing the National Automatic Sprinkler Industry Fund. It is understood and agreed that the Fund and program of benefits at all times throughout the life of this agreement shall be such as to qualify for approval by the Internal Revenue Bureau of the United States Treasury Department and other appropriate government agencies if necessary to permit all employers an income tax deduction for contributions paid hereunder.

## **ARTICLE 30**

**UNIFORMITY OF FRINGE CONTRIBUTIONS:** Whereas this Agreement provides for contributions to the National Automatic Sprinkler Industry Welfare and Pension Funds by contractors party to this Agreement, and, Whereas the Trustees of these Funds require uniform contributions to these Funds, therefore, the Welfare and Pension contributions as set forth in this Agreement shall be adjusted on January 1st of each year so that the contributions required in this Agreement shall be uniform and identical with the hourly contributions as required by the 669 Agreement.

On the same date that the hourly Welfare and Pension contributions are increased as set forth in the above paragraph, the wage rate of this Agreement shall be reduced by the exact number that these contributions are increased.

## **ARTICLE 31**

### **DUES DEDUCTIONS:**

#### **Zone 1:**

Effective September 16, 2021, upon receipt of the employee's written authorization, which shall be irrevocable for not more than one (1) year or until the termination date of this agreement, whichever occurs sooner, each employer shall deduct from the employee's weekly wages Three Percent (3%) of the employee's gross wages. Each employer shall, each month on the first of the following month subsequent to the month for which the deductions were made, complete the required report forms and transmit a check with the report form, in duplicate, to the Financial Secretary, Local 550, 46 Rockland Street, Boston, Massachusetts 02132.

**Zone 2:**

Effective September 16, 2021, upon receipt of the employee's written authorization, which shall be irrevocable for not more than one (1) year or until the termination date of this agreement, whichever occurs sooner, each employer shall deduct from the employee's weekly wages Two Percent (2%) of the employee's gross wages. Each employer shall, each month on the first of the following month subsequent to the month for which the deductions were made, complete the required report forms and transmit a check with the report form, in duplicate, to the Financial Secretary, Local 550, 46 Rockland Street, Boston, Massachusetts 02132.

Such written authorization may be revoked by the employee by written notice, by registered mail to the union and the employer received by both during the ten (10) day period prior to the expiration of each period of one (1) year, or of the anniversary date of the collective bargaining agreement or the termination date of the collective bargaining agreement whichever comes first. The union shall furnish the employer the necessary reporting forms.

The union and the employee shall hold harmless the National Fire Sprinkler Association, Inc. and the individual employers against all claims, actions, losses, damages or the like including all attorney fees arising from or in any way connected with any deduction made pursuant to this section.

**ARTICLE 32**

**ANNUITY FUND:** It is mutually agreed that an Annuity Fund is hereby established for those employees whose wages are covered by this collective bargaining agreement.

**ZONES 1 and 2:** For the purpose of the support, maintenance and administration of the fund, each contractor party to this Agreement shall pay to the Fund Fourteen Dollars and Twenty-Five Cents (\$14.25) per hour for all hours worked by all Journeypersons who work in Zone 1 and Zone 2 covered by this collective bargaining agreement effective on and after September 16, 2021. Effective October 1, 2021, each contractor party to this Agreement shall pay to the Fund Fifteen Dollars (\$15.00) per hour for all hours worked by all Journeypersons who work in Zone 1 and Zone 2 covered by this Collective Bargaining Agreement.

Effective, October 1, 2021, all contractors party to this Agreement should refer to the Apprentice Wage Sheets furnished by Local #550 to determine Apprentice contributions to the Local #550 Annuity Fund.

The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters and Apprentices Local Union No. 550, Boston, Massachusetts. There shall be an equal number of Association and union trustees, appointed by the respective parties to this agreement. It shall be the duty of the trustees to administer the



Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the fund.

The employers bound by this agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of this Annuity Fund and agree to be bound by any amendments thereto.

A Joint Committee is hereby created for the purpose of implementing the details of administration of this fund. Monthly contributions shall be made by all employers party to this agreement on behalf of each individual employee to a depository selected and agreed to by the Joint Committee.

The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

### **ARTICLE 33**

**VOLUNTARY DRUG TESTING:** Refer to Addendum B

### **ARTICLE 34**

**COLLECTIONS AND AUDITS:** The Sprinkler Fitters Local #550 Annuity Trust Fund, National Automatic Sprinkler Industry (NASI) Fringe Benefit Funds, and Sprinkler Fitters Local #550 Deductions Funds (Dues Deduction, Building Fund, Public Relations Fund), as contained herein shall serve, under the direction of the Trustees and their designees, as collection agent for all jointly administered trust funds and any other funds. In the case of the Local Union Deduction Funds, the Business Manager/Secretary-Treasurer shall act as collection agent. The Individual Employer, as defined herein, shall be bound by the rules and regulations promulgated by the Trustees of the various Trust Funds and the Business Manager/Secretary-Treasurer of the Local Union Deduction Funds as regards collection procedures, including but not limited to legal fees and interest charges.

To the extent that an individual Employer becomes delinquent, as determined by the Trustees or Business Manager/Secretary-Treasurer, in making Trust Fund payments and Union Deduction Fund payments as set forth in this section, such Employer shall be required to furnish employment records as allowed under Article(s) 21, 22, 28, 31, and 32 of this Agreement and a current list of projects to include the names and addresses of the project owner, construction manager, general contractor, or any other subcontractor for whom the Employer has performed work.

The required report and payment by check shall be sent or delivered to the Sprinkler Fitters Local Union #550 Office to arrive not later than the fifteenth (15<sup>th</sup>) of the month following the incurring of the obligation. Contractors who fail to submit the required monthly report, including 'no hours' reports will be responsible for the costs of the audit of the records referred to in the above paragraph.

## ARTICLE 35

**RESIDENTIAL FIRE PROTECTION:** Residential Fire Protection shall be defined as all work performed within the scope of the current Collective Bargaining Agreement on projects solely for family residences, including new and existing mobile, single family homes, duplex and triplex units, multiple family units with no more than sixteen (16) units connected horizontally, garden apartments not exceeding four (4) stories in height, condominiums not exceeding four (4) stories in height of residential units above two (2) stories of service, utility storage, garage and support units built for the direct use of residential tenants.

All residential fire protection work shall be performed by Building Trades Journeypersons or Building Trades Apprentices represented by Local 550 or by Residential Tradesmen or Residential Tradesmen Apprentices represented by Local 550.

In no event shall an individual work under this Agreement be paid less than the Federal or applicable state minimum wage rate in addition to the fringe benefits established herein.

Other types of residences may be added to the Residential Addendum subject to approval by both parties to the Collective Bargaining Agreement.

**WAGES:** The Residential Wage Rate for this agreement shall be calculated as follows: Sixty Percent (60%) of the total of the Zone One Journeyperson Rate, plus the Journeyperson Annuity Rate and then deducting established current Residential Annuity contribution from calculated established Residential Wage Rate.

**Example: Effective October 1, 2021:**

Zone One Journeyperson Rate:	\$63.30
Annuity Contribution Rate:	\$15.00
TOTAL:	$\$78.30 \times 60\% = \$46.98$
Deduct Residential Annuity Rate:	\$4.26
TOTAL RESIDENTIAL WAGE RATE:	\$42.72

N.A.S.I. Health & Welfare Benefit Level I	\$9.73	(\$0.18 for RESA)
N.A.S.I. Pension	\$7.00	
N.A.S.I. Training Fund	\$0.46	
UA Int'l Training Fund	\$0.10	

Any future benefits increases shall be funded from the existing economic package, with no additional cost to the employer.

Foreperson Rate:	One Dollar and Ninety-Five Cents (\$1.95)
Dues Check Off:	Two Percent (2%)
Sprinkler Fitter Tradesman Annuity:	Four Dollars and Twenty-Six Cents (\$4.26) per hour
Sprinkler Fitter Tradesman Apprentice Annuity:	Two Dollars (\$2.00) per hour



No Travel Pay.

Overtime (after Eight (8) hours) and Saturdays shall be paid at Time and One-Half with Holidays and Sundays paid at Double Time.

Dated this 30<sup>th</sup> day of September, 2021

Fred Barall

For the Party of the First Part  
NATIONAL FIRE SPRINKLER  
ASSOCIATION, INC.

Peter Gibbons

For the Party of the Second Part  
SPRINKLER FITTERS AND  
APPRENTICES LOCAL UNION 550  
BOSTON, MASSACHUSETTS

As revised, this 10th day of February, 2022

Fred Barall

For the Party of the First Part  
NATIONAL FIRE SPRINKLER  
ASSOCIATION, INC.

Peter Gibbons

For the Party of the Second Part  
SPRINKLER FITTERS AND  
APPRENTICES LOCAL UNION 550  
BOSTON, MASSACHUSETTS

## **ADDENDUM A**

**to the  
AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
and  
SPRINKLER FITTERS AND APPRENTICES LOCAL NO. 550  
BOSTON, MASSACHUSETTS OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES & CANADA**

### **UNION AND LOCAL MEMBER RESPONSIBILITIES:**

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager or Business Agent shall appoint a Standard for Excellence Representative who may be any journeyman, including a job foreman. In the event that the Union does not specify an appointee, the job foreman shall be deemed the Standard for Excellence Representative. In the instance where six (6) or more Local 550 members are working on a job, the Standard for Excellence member selected will be one of those journeyman members who has been employed on the project. The Local Union Business Manager, in partnership with his implementation team, including the Standard for Excellence Representative and local membership shall ensure that all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, everyday on time (Absenteeism and tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customer's property (Waste and property destruction, such as graffiti, will not be tolerated).
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable).
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

MCAA/MACA, PFI, MCPWB, PCA, UAC AND NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.



- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator or the value of the **UA Standard for Excellence**.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the Standard for Excellence Representative.

#### **PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:**

Under the **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

#### **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

- The local union and the Standard for Excellence Representative will work with members to correct and solve problems related to job performance.
- Standard for Excellence Representative shall be provided with representative training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the Standard for Excellence Representative shall communicate with the members about issues affecting work progress.
- The Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The Standard for Excellence Representative and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role to use all available means to correct the compliance problem.

#### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

- Regular meetings will be held where the management team and UA supervision will communicate with the Standard for Excellence Representative regarding job progress, work schedules and other issues affecting the work process.
- Management will address concerns brought forth by the Standard for Excellence Representative or UA supervision in a timely and professional manner.
- A course of action shall be established to allow the Standard for Excellence Representative and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his/her further employment.

**ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for contractually established labor management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with the Standard for Excellence Representative, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.



## **ADDENDUM B**

### **INTRODUCTION**

In Order to protect the unionized sector of the sprinkler fitting industry, UA Local 550 has agreed on a stepped up substance abuse abatement program. It is the belief of the parties that such a program will enhance both the safety of, and productivity in, the workplace.

This program will include the following components: education, rehabilitation and compliance. Where possible, the parties have worked to make the program convenient to the members without sacrificing the goal of improved occupational safety and increased market share.

### **GENERAL PRINCIPLES**

The program shall apply to **ALL** Local 550 members who are employed by contractors who have signed on to the drug free program.

This is a voluntary drug-testing program for journeymen. The program will be mandatory for apprentices. All costs associated with the drug free program testing will be absorbed by the employer.

Those who choose to enroll in the program will have to pass an initial drug screen. Once deemed in compliance by Modern Assistance, the member will be issued a Drug Free Card that will be subject to renewal twice annually. For purposes of maintaining the Drug Free Card, the member shall be drug tested within the month of their birthday and then again six (6) months after the month of their birth. Additionally, Drug Free Members will be subject to random testing as described in this Addendum.

The Drug Free Card should be in the member's possession while on the jobsite.

All Contractors may sign up to the program as Drug Free Contractors. Once they have signed on they can only hire Local 550 members who are on the Drug Free List.

An up-to-date list of all members enrolled in the program shall be kept by a designated person at Local 550.

If a person is determined by MAP to be ineligible for employment, a designated contact at the employer and at Local 550 will be notified. An up-to-date list of all members enrolled in the program shall be kept by the designated person at Local 550.

Prior to hiring a new Local 550 employee, the contractor shall contact Local 550 to confirm the employee's status on the drug free list.

**DRUG TESTING CONTINUITY FROM THIRD PARTY RESULTS:** If it is legally feasible, in the event of the failure of a drug free member during a test performed by a third-party drug tester (i.e. testing done for compliance on Project Labor Agreements like Harvard), notification will be given, confidentially, to Modern Assistance by the third party tester for the purpose of compliance and maintenance of member's drug free card.

### **SCOPE OF TESTING**

- All participants will have an initial drug screen to determine eligibility. Eligibility will be for a 2-year period.
- At the end of the 2-year period all members shall have to re-enroll in the program by taking another drug test.
- All persons admitted to the program will be subject to random testing during the 2-year period leading up to the next reenrollment test.
- 25% of the eligible workforce will be tested randomly each year.

- In random testing, you may be tested as often as every random, or you may never be tested.
- Selection of members for random testing shall be done by the Program Administrator (Modern Assistance Programs, Inc) via a computer program, which includes identifiers for all members within the Certified Pool.
- Additional testing may be required by MAP as part of a treatment plan developed by them which is triggered by the failure of an enrolled member to pass a test or the failure of an enrolled member to take a scheduled test.

### **WHERE**

Enrollment testing will take place at multiple locations for the convenience of the members. We will test at Local 550 and at Modern Assistance Programs, Inc. in Quincy. Additional sites and times will be announced as schedule. After that time, enrollment testing will be scheduled as needed by calling Modern Assistance Programs, Inc. (617-773-5169). Drop in testing is available without an appointment at MAP 1400 Hancock St, Quincy on Wednesdays from 2pm to 5pm.

### **ADMINISTRATION**

The Program Administrator, an independent contractor who provides administration of the sample collection, testing, notification, treatment coordination, and regulatory compliance for this program, is Modern Assistance Programs, Inc., 1400 Hancock Street, 2nd Floor, Quincy, MA 02169 (tel. 617-773-5169).

Many of our members are familiar with MAP and know that the MAP philosophy is that those who fail drug tests should receive such substance abuse education or rehabilitation as necessary. All those failing a test may retest and be placed in good standing in the program after approval by MAP.

MAP will have the final authority to determine a positive result and to request addition tests that they deem necessary. MAP will also plan treatment following the failure of a drug test and will certify members to return to work when the member has completed the treatment requirements.

### **NOTIFICATION AND CONFIDENTIALITY**

Participants will be asked to provide a telephone number where they may be reached or where a message may be left on a recording device. For all test events the participant will be informed by phone and a letter. If no one answers the phone, a message will be left. Said message will constitute notification.

For all positive test results, the participant will be informed by phone. No message relative to results will be left. The message will simply inform the participant to call MAP.

The Program Administrator will notify a member of any positive test result by telephone.

The results of tests included in this program shall be considered medical records and held confidential to the extent permitted by law.

### **MODERN ASSISTANCE INTERVENTIONS**

All Persons failing a test will be assessed at MAP to determine in which of these categories the person should be placed:

- a) Drug use
- b) Drug abuse
- c) Drug addiction

Treatment will differ according to the assessment. All assessments at MAP are for treatment purposes only and are confidential. MAP will determine when a person is restored to the list.



Those failing a test, who subsequently pass a test, will be put in a group which will be tested four times during the following two-years.

### **PROCEDURES**

Oral fluid drug testing eliminates the need to collect urine. Oral fluid testing eliminates the need for special collection facilities or personnel. Oral fluid testing means no hassles with delays, tampering or delivery.

The test can detect the most commonly abused drugs:

- ☐ Marijuana
- ☐ Cocaine
- ☐ Amphetamines
- ☐ Methamphetamine (including ecstasy)
- ☐ Opiates
- ☐ PCP
- ☐ Benzodiazepines
- ☐ Barbiturates
- ☐ Plus, methadone for compliance monitoring.

If adulteration of a sample is suspected, collection personnel may take reasonable additional steps to ensure the integrity of samples, in compliance with law. Appropriate documentation of the basis of the suspicion (e.g., abnormal temperature range, observation of the presence of masking or dilution agents, etc.) shall be made.

Strict chain of custody shall be observed for all sample collection, including sealing of sample in tamper-evident containers and labeling of containers with identifying information in preparation for shipment to a laboratory. The member shall be present during the sealing and labeling of the member's sample. A chain of custody form identifying the member, sample, date of collection, purpose of testing and identity of each individual having custody of the sample shall be completed and supplemented through every step in sample collection, shipping, laboratory receipt, storage and testing.

Samples awaiting shipment, during transport and awaiting testing at the laboratory shall be maintained in an environment that protects samples from conditions (including temperature extremes and exposure to contaminants) that may cause deterioration of the sample for testing purposes, in accordance with current standards of best practice.

### **RANDOM**

Thirty-six (36) hour notice via telephone call and letter will be provided. Notifications will direct members, for example, to appear at the LU 550 between 4 pm and 6pm. Calls will be placed on Tuesday evening for a Thursday morning test.

Those who, for sufficient reason in the opinion of MAP do not report for their random test may be approved to take such tests as required by MAP. Those who have an insufficient reason for missing the random will be subject to enhanced random testing and such treatment as MAP deems necessary.

Those working out of state will be suspended from the list without prejudice. Upon their return to Massachusetts they will be treated as new enrollee.

### **TESTING STANDARDS**

All testing must be performed by a laboratory (or equivalent facility) that complies with testing standards and protocols as set forth in U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing or in a laboratory licensed or certified by The Commonwealth of Massachusetts, or in a laboratory conforming to the standards of the Drug and Alcohol Testing Industry Association (DATIA). No positive screening test results shall be reported unless confirmed by confirmatory testing. Test results and laboratory reports shall be provided in confidence to the Program Administrator, but to no other persons without the consent of the member, unless disclosure is otherwise required by law.

### **CONSEQUENCES OF TESTING**

Employees ineligible for employment will not be eligible to work with a drug free contractor until they receive certification by MAP. Upon certification by MAP the employee will be rehired by the contractor.

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- I. Participation in the Program allows a UA Local 550 member to be included within a Certified Drug-Free Pool (the "Certified Pool") of members eligible for employment by those signatory contractors working within Local 550 jurisdiction who have voluntarily elected to participate in the Program.
- II. Election by a member to participate in the Program constitutes an election to submit to substance abuse testing under the protocols set forth in the Program. Such election shall be in writing on a form approved by the Program Administrator
- III. A member may withdraw from the Program by written withdrawal election at any time, but shall be immediately ineligible for employment with those contractors participating in the Program and limiting employment to members within the Certified Pool.
- IV. No discrimination as to wages, hours, or benefits (including without limitation access to Employee Assistance Program benefits) shall arise from the election, non-election or withdrawal of any member to be included within the Certified Pool.

### **EMPLOYER RIGHTS AND RESPONSIBILITIES**

- (i) Employers must be signatory contractors in good standing to participate in the Local 550 Workplace Safety Substance Abuse Testing Program.
- (ii) Signatory contractor's have two options under the Program:
  - a. Require that all employees, both current and future employees, comply with the Program
  - b. Specify no preference in hiring regarding an applicants status in the Program.
- (iii) Signatory Employers wishing to hire workers through the Certified Drug-free Pool must designate such in writing to the Business Manager of Local 550
- (iv) Signatory Employers participating in the Program must remove employees from the job that fall out of compliance with the Program.
- (v) Signatory Employers shall make a good faith effort to re-employ workers upon receipt of a return-to-work release from the Program Administrator.

### **IMPORTANT INFORMATION**

- (i) The results of tests included in this Program shall be considered medical records and held confidential to the extent permitted by law. In addition any protected health information obtained through this program shall not be used for the purpose of insurance underwriting, past or future workers compensation claim.
- (ii) It is understood that Local 550 or any participating contractor shall not be responsible for ascertaining or monitoring the drug-free status of any employee or applicant for employment.
- (iii) No employee or employer may modify any document involved with the administration of this Program.
- (iv) The parties shall share jointly the costs of this Program.

Implemented on March 1, 2011, this program shall remain in effect until changed or terminated by the parties to this Agreement.