

**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**

This Agreement made this 16th day of September, 2013 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 his membership from NFSA, or his 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 is 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 cities and towns and shall consist of two (2) zones as described in Sections B and C.

SECTION A: The following territories shall be considered in Local 550's territory:

ABINGTON	ATTLEBORO FALLS	BEVERLY	BREWSTER
ACTON	AVON	BILLERICA	BRIDGEWATER
ACUSHNET	AYER	BLACKSTONE	BROCKTON
ALLERTON	BARNSTABLE/HYANNIS	BOLTON	BROOKLINE
AMESBURY	BEDFORD	BOSTON	BRYANTVILLE
ANDOVER	BEECHWOOD	BOURNE	BURLINGTON
AQUINNAH	BELLINGHAM	BOXBOROUGH	BYFIELD
ARLINGTON	BELMONT	BOXFORD	CAMBRIDGE
ASHLAND	BERKLEY	BOYLSTON	CANTON
ATTLEBORO	BERLIN	BRAINTREE	CARLISLE

CARVER	HAMILTON	MONPONSETT	SALISBURY
CEDAR	HANOVER	NABNASSETT	SANDWICH
CHATHAM	HANSON	NAHANT	SAUGUS
CHELMSFORD	HARVARD	NANTASKET	SCITUATE
CHELSEA	HARWICH	NANTUCKET	SCONSET
CHILMARK	HAVERHILL	NATICK	SEEKONK
CHOCITUATE	HINGHAM	NEEDHAM	SHARON
CLINTON	HOLBROOK	NEW BEDFORD	SHELDONVILLE
COHASSET	HOLLISTON	NEWBURY	SHERBORN
COLLINVILLE	HOPEDALE	NEWBURYPORT	SHIRLEY
CONCORD	HOPKINTON	NEWTON	SHREWSBURY
CORDVILLE	HUDSON	NORFOLK	SOMERSET
DANVERS	HULL	NORTH ANDOVER	SOMERVILLE
DARTMOUTH	HUMAROCK	NORTH ATTLEBORO	SOUTH ACTON
DEDHAM	IPSWICH	NORTH BELLINGHAM	SOUTH BELLINGHAM
DENNIS	KINGSTON	NORTH EASTON	SOUTH GROVELAND
DIGHTON	LAKEVILLE	NORTH HANOVER	SOUTH HAMILTON
DOVER	LANCASTER	NORTH READING	SOUTH LYNNFIELD
DRACUT	LAWRENCE	NORTH UXBRIDGE	SOUTH SUDBURY
DUNSTABLE	LEXINGTON	NORTH WILMINGTON	SOUTH WEYMOUTH
DUXBURY	LINCOLN	NORTH WOBURN	SOUTHBORO
EAST BRIDGEWATER	LOWELL	NORTHBORO	STILL RIVER
EAST FOXBORO	LYNN	NORTON	STONEHAM
EAST WEYMOUTH	LYNNFIELD	NORTON STATION	STOUGHTON
EASTHAM	MADDEQUET	NORWELL	STOW
EASTON	MALDEN	NORWOOD	SUDBURY
EASTONDALE	MANCHESTER BY THE	NUTTING LAKE	SWAMPSCOTT
EDGARTOWN	SEA	OAK BLUFFS	SWANSEA
ESSEX	MANSFIELD	OCEAN BLUFF	TAUNTON
EVERETT	MARBLEHEAD	ORLEANS	TEWKSBURY
FAIRHAVEN	MARION	PEABODY	TISBURY
FALL RIVER	MARLBORO	PEMBROKE	TOPSFIELD
FALMOUTH	MARSHFIELD	PEPPERELL	TRURO
FARNSVILLE	MASHPEE	PINEHURST	TYNGSBORO
FAYVILLE	MATTAPOISETT	PLAINVILLE	UPTON
FORGE VALLEY	MAYNARD	PLYMOUTH	UXBRIDGE
FOXBORO	MEDFIELD	PLYMPTON	WAKEFIELD
FRAMINGHAM	MEDFORD	PROVINCETOWN	WALPOLE
FRANKLIN	MEDWAY	QUINCY	WALTHAM
FREETOWN	MELROSE	RANDOLPH	WAREHAM
GAY HEAD	MENDON	RAYNHAM	WATERTOWN
GEORGETOWN	MERRIMAC	READING	WAYLAND
GLOUCESTER	MERRIMACPORT	READVILLE	WELLESLEY
GOSNOLD	METHUEN	REVERE	WENHAM
GRAFTON	MIDDLEBORO	ROCHESTER	WEST ACTON
GRANITVILLE	MIDDLETON	ROCKLAND	WEST BOYLSTON
GREENBUSH	MILFORD	ROCKPORT	WEST BRIDGEWATER
GROTON	MILLIS	ROWLAND	WEST HANOVER
GROVELAND	MILLVILLE	ROWLEY	WEST NEWBURY
HALIFAX	MILTON	SALEM	WEST TISBURY
	MINOT		

WESTBOROUGH
WESTFORD
WESTON
WESTPORT

WESTWOOD
WEYMOUTH
WHITINSVILLE
WHITMAN

WILMINGTON
WINCHESTER
WINNECONNEL
WINTHROP

WOBURN
WOODVILLE
WRENTHAM
YARMOUTH

SECTION B: Effective October 1, 2013, the following towns will be designated as

Zone 1:

ABINGTON
ACTON
ALLERTON
ARLINGTON
ASHLAND
ATTLEBORO
ATTLEBORO
FALLS
AVON
AYER
BEDFORD
BEECHWOOD
BELLINGHAM
BELMONT
BERLIN
BILLERICA
BLACKSTONE
BOLTON
BOSTON
BOXBOROUGH
BOYLSTON
BRAINTREE
BRIDGEWATER
BROCKTON
BROOKLINE
BRYANTVILLE
BURLINGTON
CAMBRIDGE
CANTON
CARLISLE
CEDAR
CHELMSFORD
CHELSEA
CHOCHITUATE
CLINTON
COHASSET
COLLINVILLE
CONCORD
CORDVILLE
DEDHAM
DOVER
DRACUT

DUNSTALE
DUXBURY
EAST
BRIDGEWATER
EAST FOXBORO
EAST WEYMOUTH
EASTON
EASTONDALE
EVERETT
FARNSVILLE
FAYVILLE
FORGE VALLEY
FOXBORO
FRAMINGHAM
FRANKLIN
GRAFTON
GRANTVILLE
GREENBUSH
GROTON
HALIFAX
HANOVER
HANSON
HARVARD
HINGHAM
HOLBROOK
HOLLISTON
HOPEDALE
HOPKINTON
HUDSON
HULL
HUMAROCK
KINGSTON
LAKEVILLE
LANCASTER
LEXINGTON
LINCOLN
LOWELL
LYNN
LYNNFIELD
MALDEN
MANSFIELD
MARLBORO

MARSHFIELD
MAYNARD
MEDFIELD
MEDFORD
MEDWAY
MELROSE
MENDON
MIDDLEBORO
MILFORD
MILLIS
MILLVILLE
MILTON
MINOT
MONPONSETT
NABNASSETT
NAHANT
NANTASKET
NATICK
NEEDHAM
NEWTON
NORFOLK
NO ATTLEBORO
NO BELLINGHAM
NORTHBORO
NO EASTON
NO HANOVER
NO READING
NO UXBRIDGE
NO WILMINGTON
NO WOBURN
NORTON
NORTON STATION
NORWELL
NORWOOD
NUTTINGLAKE
OCEAN BLUFF
PEMBROKE
PEPPERELL
PINEHURST
PLAINVILLE
PLYMOUTH
PLYMPTON

QUINCY
RANDOLPH
RAYNHAM
READING
READVILLE
REVERE
ROCKLAND
ROWLAND
SAUGUS
SCITUATE
SHARON
SHELDONVILLE
SHERBORN
SHIRLEY
SHREWSBURY
SOMERVILLE
SOUTH ACTON
SO BELLINGHAM
SO GROVELAND
SOUTH HAMILTON
SO LYNNFIELD
SO SUDBURY
SO WEYMOUTH
SOUTHBORO
STILL RIVER
STONEHAM
STOUGHTON
STOW
SUDBURY
SWAMPSCOTT
TAUNTON
TEWKSBURY
TYNGSBORO
UPTON
UZBRIDGE
WAKEFIELD
WALPOLE
WALTHAM
WATERTOWN
WAYLAND
WELLESLEY
WEST ACTON

WEST BOYLSTON
WEST
BRIDGEWATER
WEST HANOVER
WESTBORO

WESTFORD
WESTON
WESTWOOD
WEYMOUTH
WHITINSVILLE

WHITMAN
WILMINGTON
WINCHESTER
WINNECONNEL
WINTHROP

WOBURN
WOODVILLE
WRENTHAM

SECTION C: Effective March 1, 2015, the following towns will be designated as **Zone 2:**

ACUSHNET
AMESBURY
ANDOVER
AQUINNAH
BARNSTABLE/HYANNIS
BERKLEY
BEVERLY
BOURNE
BOXFORD
BREWSTER
BYFIELD
CARVER
CHATHAM
CHILMARK
DANVERS
DARTMOUTH
DENNIS
DIGHTON
EASTHAM
EDGARTOWN
ESSEX
FAIRHAVEN
FALLRIVER
FALMOUTH
FREETOWN

GAY HEAD
GEORGETOWN
GLOUCESTER
GOSNOLD
GROVELAND
HAMILTON
HARWICH
HAVERHILL
IPSWICH
LAWRENCE
MADDEQUET
MANCHESTER BY THE SEA
MARBLEHEAD
MARION
MASHPEE
MATTAPOISETT
MERRIMAC
MERRIMACPORT
METHUEN
MIDDLETON
NANTUCKET
NEW BEDFORD
NEWBURY
NEWBURYPORT
NORTH ANDOVER

OAK BLUFFS
ORLEANS
PEABODY
PROVINCETOWN
ROCHESTER
ROCKPORT
ROWLEY
SALEM
SALISBURY
SANDWICH
SCONSET
SEEKONK
SOMERSET
SWANSEA
TISBURY
TOPSFIELD
TRURO
WAREHAM
WENHAM
WEST NEWBURY
WEST TISBURY
WESTPORT
YARMOUTH

*Prior to March 1, 2015, Zone 2 will be divided into Zones 2A and 2B. Zone 2A will consist of those towns in the Reduced Rate Area as designated in Collective Bargaining Agreement dated September 16, 2010. Zone 2B will consist of the Cape and the Islands and the towns of Seekonk, Somerset and Swansea. Effective March 1, 2015, Zones 2A and 2B will be merged into one to create Zone 2.

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, 2013 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, 2013, a person not a member of the United Association shall be accepted for employment as a journeyman when he has 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 his previous employer or employers. The Five (5) year period conforms to the period of apprentice training as 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 journeymen sprinkler fitters the Party of the First Part shall be at liberty to employ journeymen sprinkler fitters as he sees fit.

When journeymen 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 men 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 men 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 lay off of foremen, 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, he 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 manned accordingly, in the spirit of Affirmative Action.

ARTICLE 6

SECTION A:

WAGES ZONE 1:

Effective October 1, 2013, the rate of wage to be paid under this Agreement for sprinkler fitters in Zone 1 shall be Fifty-Three Dollars and Fifty-Eight Cents (\$53.58) per hour.

Effective March 1, 2014, there will be an economic increase of One Dollar (\$1.00) per hour.

Effective October 1, 2014, there will be an economic increase of One Dollar and Fifteen Cents (\$1.15) per hour.

Effective March 1, 2015, there will be an economic increase of One Dollar (\$1.00) per hour.

Effective October 1, 2015, there will be an economic increase of One Dollar Fifteen Cents (\$1.15) per hour.

Effective March 1, 2016, there will be an economic increase of One Dollar (\$1.00)

Effective October 1, 2016, there will be an economic increase of One Dollar and Fifteen Cents (\$1.15).

Effective March 1, 2017, there will be an economic increase of One Dollar (\$1.00)

SECTION B: WAGES – ZONE 2

ZONE 2A:

Effective October 1, 2013, the wage rate to be paid in the area designated as the Reduced Rate Area as delineated in Article 6, Section B of the Collective Bargaining Agreement dated September 16, 2010, shall be Forty-Eight Dollars and Twenty-Two Cents (\$48.22) per hour. The Reduced Rate Area shall be referred to as Zone 2A for the purposes of this Agreement.

Effective March 1, 2014, there will be an economic increase of Ninety Cents (\$.90) per hour.

Effective October 1, 2014, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2015, there will be an economic increase of Ninety Cents (\$.90) per hour

Effective October 1, 2015, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2016, there will be an economic increase of Ninety Cents (\$.90) per hour.

Effective October 1, 2016, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2017, there will be an economic increase of Ninety Cents (\$.90) per hour.

ZONE 2B:

Effective October 1, 2013, the Cape and the Islands (former Zone 3) and the towns of Seekonk, Somerset, and Swansea (former Zone 4) shall be referred to as Zone 2B for the purposes of this Agreement. The wage rate to be paid in Zone 2B shall be Thirty-Nine Dollars and Sixty-Two Cents (\$39.62) per hour.

Effective March 1, 2014, there will be an economic increase of Three Dollars and Eighty-One Cents (\$3.81) per hour.

Effective October 1, 2014, there will be an economic increase of Three Dollars and Eighty-One Cents (\$3.81) per hour.

Effective March 1, 2015, there will be an economic increase of Three Dollars and Eighty-One Cents (\$3.81) per hour.

Effective October 1, 2015, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2016, there will be an economic increase of Ninety Cents (\$.90) per hour.

Effective October 1, 2016, there will be an economic increase of One Dollar and Four Cents (\$1.04) per hour.

Effective March 1, 2017, there will be an economic increase of Ninety Cents (\$.90) per hour.

SECTION C: It is the intent of all parties to this Agreement to increase the wage rate in the areas designated as Zones 2A and 2B to Ninety Percent (90%) of the Zone 1 wage rate, effective March 1, 2015.

Each employee shall receive with his pay check a pay stub setting forth the gross pay, identification of all deductions and the amounts thereof and also 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 that he will not be responsible for unavoidable causes in case wages are not paid at the time intended.

An employee who does not receive his 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 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 his 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 he shall be considered to be continuously employed until such time as he received payment for his full wages.

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

Each job shall have a Foreman.

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

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

Effective October 1, 2013, the Foreman's rate shall be Journeyman's Rate plus Three Dollars Fifty Cents (\$3.50) per hour with a workforce of 1-6 (including the foreman) and Five Dollars (\$5.00) per hour with a workforce of 7 or more (including the foreman).

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

The Foreman shall be responsible for the men on the job.

ARTICLE 7

CARFARES:

Effective October 1, 2013, the carfare for all of Local 550's territory shall be \$12.50 daily.

Effective October 1, 2014, the carfare shall increase to \$13.00

Effective October 1, 2015, the carfare shall increase to \$13.50.

Effective October 1, 2016, the carfare shall increase to \$14.00.

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

Effective October 1, 2013 when an employee is required during the course of a working day to move from one job to another job, he shall be paid Fifty-Six and One-Half Cents (\$.565) a 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 a \$50.00 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 work day shall be eight (8) consecutive hours of work between the hours of 6:30 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 consecutive work days. 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 men 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 men, one of whom shall be a journeyman.

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 work day or the shift clause can not 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 hour period.

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

If for any reason the established workday of 6:30am to 5:30pm 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 journeyman'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: President's Day, Patriot's Day, Columbus Day and Veterans' Day. All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are celebrated on Saturday.

During the life of this Agreement, Thanksgiving Day shall be a paid holiday. Any employee in the employment of a contractor twenty (20) working days prior to Thanksgiving 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 journeyman'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 work day 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 Zones 2A and 2B.

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

OVERTIME AND HOLIDAYS ZONE 2 (2A, 2B): 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 journeyman's or apprentice's wage rate) except for Sundays and Holidays which shall be at double time (double time to mean double the journeyman'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: President's Day, Patriot's Day, Columbus Day and Veterans' Day. All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are celebrated on Saturday.

During the life of this Agreement, Thanksgiving Day shall be a paid holiday. Any employee in the employment of a contractor twenty (20) working days prior to Thanksgiving 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.

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

E. It is further agreed that any man 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 he has 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 men due to sickness, movement of men for conformity of language in Agreement). The above shall not apply to emergency work. If an employee reports back after lunch, he 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 workman leaves his work of his own accord.

It is understood that if an employee starts his work and must stop work because of weather conditions he 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 men on that job, including apprentices.

G. Any employee who is injured on the job to the extent that he or she needs 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.

ARTICLE 9

SUPERINTENDENT: Inasmuch as the Superintendent is the agent of the employer, the employer may select anyone he sees 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 journeymen 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, at all times comply 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 insure 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 men 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 journeymen 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 1st). 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.

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 and that the employment, referral or selection of all employees shall be on the basis of qualifications without regard to age, race, color, sex, religion, national origin and ancestry.

The terms "Journeyman", "Journeymen", "Foreman" and "Foremen" used throughout this Agreement are meant to define a recognized level of competency and includes both males and females.

ARTICLE 15

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

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

There shall be at least two (2) men on new construction, except where conditions will safely allow one (1) man 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 1st and November 1st of each year during the remainder of this Agreement, the Joint Apprenticeship Committee shall meet to review the manpower situation. If no agreement can be reached regarding manpower needs, within five (5) days of May 1st or November 1st the manpower 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) journeymen (1:3); two (2) apprentices for each six (6) journeymen (2:6); three (3) apprentices for each nine (9) journeymen, etc.

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

ARTICLE 17

NATIONAL AUTOMATIC SPRINKLER INDUSTRY APPRENTICE & 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 & Training Fund Fifty-Six cents (\$.56) per hour in Zones 1 and 2A and Thirty-Five Cents (\$.35) in Zone 2B for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement. (It is the intent of all parties to this Agreement to increase the Training Fund contribution in Zone 2B to be equal to that of the contribution rate in Zones 1 and 2A).

ZONES 1, 2A: Effective October 1, 2013, contribution to the National Automatic Sprinkler Industry Apprentice & Training Fund shall increase to Seventy-One Cents (\$.71) for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement.

ZONE 2B: Effective October 1, 2013, contribution to the National Automatic Sprinkler Industry Apprentice & Training Fund shall increase to Forty-Four Cents (\$.44) per hour with incremental increases as follows:

Effective March 1, 2014, the contribution will increase by Nine Cents (\$.09) to Fifty-Three Cents (\$.53) per hour.

Effective October 1, 2014, the contribution will increase by Nine Cents (\$.09) to Sixty-Two Cents (\$.62) per hour.

Effective March 1, 2015, the contribution will increase by Nine Cents (\$.09) to Seventy-One Cents (\$.71) per hour.

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 Declaration of Trust dated as of May 23, 1966 of the "National Automatic Sprinkler Apprentice Fund of New York" 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 "National Automatic Sprinkler Apprentice Fund of New York" to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned.

Local 550 reserves the right to withdraw from the Apprentice Fund of New York through the life of this Agreement upon the issuance of ninety 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 (\$.10) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective September 16, 2013. 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, 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 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 safing of holes for piping and the dismantling of sprinkler pipe, but excluding steam fire protection systems and standpipes not connected to automatic sprinkler systems.

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 sub contractor as long as a journeyman 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 he subcontracts 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 lock-outs. 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 If an employee has a grievance relative to the interpretation or application of this Agreement he shall advise 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 he fails to resolve the grievance, the 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.

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 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.

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 his 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 four (4) 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.
- 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, 2013, each contractor shall pay to the Fund Eight Dollars and Forty-Two Cents (\$8.42) 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. Sixty Cents (\$0.60) of the above-mentioned contribution is to be applied to the National Automatic Sprinkler Industry Welfare Fund – Retired Employee Subsidy Account (RESA).

Effective January 1, 2016, each contractor shall pay to the Fund Eight Dollars and Sixty-Seven Cents (\$8.67) per hour for all hours worked by all employees who came under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. Sixty Cents (\$.60) of the above-mentioned contribution is to be applied to the National Automatic Sprinkler Industry Welfare Fund – Retired Employee Subsidy Account (RESA). This increase shall be funded from the existing economic package, with no additional cost to the employer.

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 Five Dollars Fifty Cents (\$5.50) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective September 16, 2013.

Effective January 1, 2014, contribution rate shall increase by Twenty-Five Cents (\$.25) to Five Dollars Seventy-Five Cents (\$5.75) per hour. This increase shall be funded from the existing economic package, with no additional cost to the employer.

Effective January 1, 2015, contribution rate shall increase by Fifteen Cents (\$.15) to Five Dollars Ninety Cents (\$5.90) per hour. This increase shall be funded from the existing economic package, with no increased cost to the employer.

Effective January 1, 2016, contribution rate shall increase by Fifteen Cents (\$.15) to Six Dollars Five Cents (\$6.05) per hour. This increase shall be funded from the existing economic package, with no increased cost to the employer.

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, 2013 to September 15, 2017.

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 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 of 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: Effective September 16, 2013 and upon notice of the employee's written authorization each employer shall deduct from the employee's weekly wage Five Dollars and Five Cents per hour (\$5.05) for each hour worked by the employee Five Cents (\$.05) for the Local 550 Building Fund and Five Dollars (\$5.00) 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 September 16, 2013, employers shall pay to the National Automatic Sprinkler Industry Fund a sum of money equal to Thirty Cents (\$.30) per hour. Effective October 1, 2013 employers shall pay to the National Automatic Sprinkler Industry Fund an additional Five Cents (\$.05) per hour for a total of Thirty-Five Cents (\$.35) per hour for each hour worked by each employee subject to this agreement. It is understood that Twenty Cents (\$.20) per hour of the contribution rate shall be used for the purposes of Contract Administration and National Programs, and the remaining Fifteen Cents (\$.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: Effective September 16, 2013, 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 Four percent (4%) 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 2A: For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the Fund Seven Dollars and Ten Cents (\$7.10) per hour for all hours worked by all employees who work in Zone 1 and Zone 2A covered by this collective bargaining agreement effective on and after September 16, 2013.

ZONE 2B: For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the Fund Six Dollars and Thirty-Four Cents (\$6.34) per hour for all hours worked by all employees covered by this collective bargaining agreement effective on and after October 1, 2013, who work in Zone 2B.

Increases to Annuity Fund contribution for Zone 2B should be calculated as follows:

Effective March 1, 2014, Twenty-Six Cents per hour for all hours worked.

Effective October 1, 2014, Twenty-Five Cents per hour for all hours worked.

Effective March 1, 2015, Twenty-Five Cents per hour for all hours worked.

It is the intent of all parties to this Agreement to increase the Annuity contribution in Zone 2B to be equal to that of Zones 1 and 2A.

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 (15th) 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 Journeymen 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 wage rate to be paid to Residential Sprinkler Fitters and Residential Apprentices shall be based on Sixty Percent (60%) of the Building Trades Journeyman wage rate; exclusive of negotiated Project Labor Agreements and other Union funded projects.

Effective October 1, 2013, the rate of wage to be paid under this Agreement for Residential Sprinkler Fitters shall be Thirty-Two Dollars and Fifteen Cents (\$32.15) per hour.

Effective March 1, 2014, there will be an economic increase of Sixty Cents (\$.60) per hour.

Effective October 1, 2014, there will be an economic increase of Sixty-Nine Cents (\$.69) per hour.

Effective March 1, 2015, there will be an economic increase of Sixty Cents (\$.60) per hour.

Effective October 1, 2015, there will be an economic increase of Sixty-Nine Cents (\$.69) per hour.

Effective March 1, 2016, there will be an economic increase of Sixty Cents (\$.60) per hour.

Effective October 1, 2016, there will be an economic increase of Sixty-Nine Cents (\$.69) per hour.

Effective March 1, 2017, there will be an economic increase of Sixty Cents (\$.60) per hour.

N.A.S.I. Health & Welfare Benefit Level I	\$8.21	(\$0.39 for RESA)
N.A.S.I. Pension	\$5.50	
N.A.S.I. Training Fund	\$0.20	
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.

Foreman 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: One Dollar and Fifty Cents (\$1.50) 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 1st day of October, 2013

Ernie Bunnell

Peter Gibbons

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

For the Party of the Second Part
**SPRINKLER FITTERS AND
 APPRENTICES LOCAL UNION NO.
 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.