# 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 16<sup>th</sup> day of September, 2017 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,

9/16/17

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.

# 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.

<b>SECTION A:</b> The following territories shall be considered in Local 550's territory:					
	BRAINTREE	DUXBURY	HARVARD		
ABINGTON		EAST BRIDGEWATER	HARWICH		
ACTON	BREWSTER	EAST FOXBORO	HAVERHILL		
ACUSHNET	BRIDGEWATER	EAST WEYMOUTH	HINGHAM		
ALLERTON	BROCKTON	EASTHAM	HOLBROOK		
AMESBURY	BROOKLINE	EASTON	HOLLISTON		
ANDOVER	BRYANTVILLE	EASTONDALE	HOPEDALE		
AQUINNAH	BURLINGTON	EDGARTOWN	HOPKINTON		
ARLINGTON	BYFIELD	ESSEX	HUDSON		
ASHLAND	CAMBRIDGE	EVERETT	HULL		
ATTLEBORO	CANTON	FAIRHAVEN	HUMAROCK		
	CARLISLE	FALL RIVER	IPSWICH		
		FALMOUTH	KINGSTON		
ATTLEBORO FALLS	CARVER	FARNSVILLE	LAKEVILLE		
AVON	CEDAR	FAYVILLE	LANCASTER		
AYER	CHATHAM	FORGE VALLEY	LAWRENCE		
BARNSTABLE/HYANNIIS	CHELMSFORD	FOXBORO	LEXINGTON		
BEDFORD	CHELSEA	FRAMINGHAM	LINCOLN		
BEECHWOOD	CHILMARK	FRANKLIN	LOWELL		
BELLINGHAM	CHOCHITUATE	FREETOWN	LYNN		
BELMONT	CLINTON	GAY HEAD	LYNNFIELD		
BERKLEY	COHASSET	GEORGETOWN	MADDEQUET		
BERLIN	COLLINVILLE	GLOUCESTER	MALDEN		
	CONCORD	GOSNOLD	MANCHESTER BY THE		
BEVERLY	CORDVILLE	GRAFTON	SEA		
BILLERICA	DANVERS	GRANITVILLE	MANSFIELD		
BLACKSTONE	DARTMOUTH	GREENBUSH	MARBLEHEAD		
BOLTON	DEDHAM	GROTON	MARION		
BOSTON	DENNIS	GROVELAND	MARLBORO		
BOURNE	DIGHTON	HALIFAX	MARSHFIELD		
BOXBOROUGH	DOVER	HAMILTON	MASHPEE		
BOXFORD	DRACUT	HANOVER	MATTAPOISETT		
BOYLSTON	DUNSTABLE	HANSON	MAYNARD		
DOTPION					

9/16/17

MEDFIELD	NORTH UXBRIDGE	SANDWICH	UPTON
MEDFORD	NORTH WILMINGTON	SAUGUS	UXBRIDGE
MEDWAY	NORTH WOBURN	SCITUATE	WAKEFIELD
MELROSE	NORTHBORO	SCONSET	WALPOLE
MENDON	NORTON	SEEKONK	WALTHAM
MERRIMAC	NORTON STATION	SHARON	WAREHAM
MERRIMACPORT	NORWELL	SHELDONVILLE	WATERTOWN
METHUEN	NORWOOD	SHERBORN	WAYLAND
MIDDLEBORO	NUTTING LAKE	SHIRLEY	WELLESLEY
MIDDLETON	OAK BLUFFS	SHREWSBURY	WENHAM
MILFORD	OCEAN BLUFF	SOMERSET	WEST ACTON
MILLIS	ORLEANS	SOMERVILLE	WEST BOYLSTON
MILLVILLE	PEABODY	SOUTH ACTON	WEST BRIDGEWATER
MILTON	PEMBROKE	SOUTH BELLINGHAM	WEST HANOVER
MINOT	PEPPERELL	SOUTH GROVELAND	WEST NEWBURY
MONPONSETT	PINEHURST	SOUTH HAMILTON	WEST TISBURY
NABNASSETT	PLAINVILLE	SOUTH LYNNFIELD	WESTBOROUGH
NAHANT	PLYMOUTH	SOUTH SUDBURY	WESTFORD
NANTASKET	PLYMPTON	SOUTH WEYMOUTH	WESTON
NANTUCKET	PROVINCETOWN	SOUTHBORO	WESTPORT
NATICK	QUINCY	STILL RIVER	WESTWOOD
NEEDHAM	RANDOLPH	STONEHAM	WEYMOUTH
NEW BEDFORD	RAYNHAM	STOUGHTON	WHITINSVILLE
NEWBURY	READING	STOW	WHITMAN
NEWBURYPORT	READVILLE	SUDBURY	WILMINGTON
NEWTON	REVERE	SWAMPSCOTT	WINCHESTER
NORFOLK	ROCHESTER	SWANSEA	WINNECONNEL
NORTH ANDOVER	ROCKLAND	TAUNTON	WINTHROP
NORTH ATTLEBORO	ROCKPORT	TEWKSBURY	WOBURN
NORTH BELLINGHAM	ROWLAND	TISBURY	WOODVILLE
NORTH EASTON	ROWLEY	TOPSFIELD	WRENTHAM
NORTH HANOVER	SALEM	TRURO	YARMOUTH
NORTH READING	SALISBURY	TYNGSBORO	

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

# Zone 1:

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

EAST	LYNNFIELD	NORWELL
BRIDGEWATER	MALDEN	NORWOOD
EAST FOXBORO	MANSFIELD	NUTTINGLAKE
EAST WEYMOUTH	MARLBORO	OCEAN BLUFF
EASTON	MARSHFIELD	PEMBROKE
EASTONDALE	MAYNARD	PEPPERELL
EVERETT	MEDFIELD	PINEHURST
FARNSVILLE	MEDFORD	PLAINVILLE
FAYVILLE	MEDWAY	PLYMOUTH
FORGE VALLEY	MELROSE	PLYMPTON
FOXBORO	MENDON	QUINCY
FRAMINGHAM	MIDDLEBORO	RANDOLPH
FRANKLIN	MILFORD	RAYNHAM
GRAFTON	MILLIS	READING
GRANITVILLE	MILLVILLE	READVILLE
GREENBUSH	MILTON	REVERE
GROTON	MINOT	ROCKLAND
HALIFAX	MONPONSETT	ROWLAND
HANOVER	NABNASSETT	SAUGUS
HANSON		SCITUATE
HARVARD	NAHANT NANTASKET NATICK	SHARON
HINGHAM	NATICK	SHELDONVILLE
HOLBROOK	NEEDHAM	SHERBORN
HOLLISTON	NEWTON	SHIRLEY
HOPEDALE	NORFOLK	SHREWSBURY
HOPKINTON	NO ATTLEBORO	SOMERVILLE
HUDSON	NO BELLINGHAM	SOUTH ACTON
HULL	NORTHBORO	SO BELLINGHAM
HUMAROCK	NO EASTON	SO GROVELAND
KINGSTON	NO HANOVER	SOUTH HAMILTON
LAKEVILLE	NO READING	SO LYNNFIELD
LANCASTER	NO UXBRIDGE	SO SUDBURY
LEXINGTON	NO WILMINGTON	SO WEYMOUTH
LINCOLN	NO WOBURN	SOUTHBORO
LOWELL	NORTON	STILL RIVER
LYNN	NORTON STATION	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 MADDEOUET 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

# ARTICLE 6

#### SECTION A: WAGES - ZONE 1:

Effective September 16, 2017, the rate of wage to be paid under this Agreement for sprinkler fitters in Zone 1 shall be Fifty-Six Dollars and Eight Cents (\$56.08) per hour.

Effective October 1, 2017, the rate of wage to be paid under this Agreement for sprinkler fitters in Zone 1 shall be Fifty-Seven Dollars and Fifty-Eight Cents (\$57.58) per hour.

Effective March 1, 2018, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) per hour.

Effective October 1, 2018, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) per hour.

Effective March 1, 2019, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) per hour.

Effective October 1, 2019, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) per hour.

Effective March 1, 2020, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) per hour.

Effective October 1, 2020, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) per hour.

Effective March 1, 2021, there will be an economic increase of One Dollar and Fifty Cents (\$1.50) 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.

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

**<u>APPRENTICESHIP</u>**: 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 manpower situation. If no agreement can be reached regarding manpower needs, within five (5) days of May 1<sup>st</sup> or November 1<sup>st</sup> 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 Seventy-One Cents (\$0.71) per hour in Zones 1 and 2.

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, 2017. 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, 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 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 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, 2017, each contractor shall pay to the Fund Eight Dollars and Seventy-Seven Cents (\$8.77) 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).

Effective January 1, 2018, each contractor shall pay to the Fund Nine Dollars and Twelve Cents (\$9.12) 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. 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). This increase shall be funded from the existing economic package, with no additional cost to the employer.

Effective January 1, 2019, each contractor shall pay to the Fund Nine Dollars and Forty-Seven Cents (\$9.47) 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. 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). 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

**<u>PENSION</u>**: 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 Six Dollars and Twenty Cents (\$6.20) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective September 16, 2017.

Effective January 1, 2018, contribution rate shall increase by Twenty Cents (\$0.20) to Six Dollars and Forty Cents (\$6.40) per hour. This increase shall be funded from the existing economic package, with no additional cost to the employer.

Effective January 1, 2019, contribution rate shall increase by Twenty Cents (\$0.20) to Six Dollars and Sixty Cents (\$6.60) 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 24

**DURATION OF AGREEMENT:** The duration of this Agreement shall be from September 16, 2017 to September 15, 2021.

# ARTICLE 32

**<u>ANNUITY FUND</u>**: 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 who is a party to this agreement shall pay to the Fund Eleven Dollars (\$11.00) per hour for all hours worked by all employees who work in Zone 1 and Zone 2 covered by this collective bargaining agreement effective on and after September 16, 2017.

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.

9/16/17

- 11 -

day of Deboker, 2017 Dated this

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 550 BOSTON, MASSACHUSETTS