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Title: **New England Mechanical Contractors Association, Inc. and United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF), AFL-CIO, Local 537 (2002)**

K#: **8707**

Employer Name: **New England Mechanical Contractors Association, Inc.**

Location: **MA Boston**

Union: **United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada (PPF), AFL-CIO**

Local: **537**

SIC: **1711**

NAICS: **23822**

Sector: **P**

Number of Workers: **2000**

Effective Date: **09/01/02**

Expiration Date: **08/31/06**

Number of Pages: **37**

Other Years Available: **Y**

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K 8707
2,000 workers

PIPEFITTERS' ASSOCIATION

Local Union 537

ASSISTANT BUSINESS MANAGER
DANA J. KELLY

BUSINESS AGENTS
THOMAS P. MacKAY
ROBERT W. MULLEN

REFRIGERATION DIVISION
C. DANIEL WATTS

35 TRAVIS STREET
ALLSTON, MASSACHUSETTS 02134
Telephone 617-787-5370 • Fax 617-787-5373

BUSINESS MANAGER / FINANCIAL SECRETARY TREASURER
ROBERT D. O'TOOLE

PRESIDENT
THOMAS P. KERR JR.
VICE PRESIDENT
MARK CONSTANTINO
ORGANIZER
WILLIAM C. YOUNG JR.

K

To Whom It May Concern:

August 30, 2002

On Thursday August 29, 2002 the United Association, Pipefitters Local 537, the New England Mechanical Contractors, (NEMCA) and the Air Conditioning and Refrigeration Contractors Association (ARCA) of Boston reached an agreement on the following four year contract, (September 1, 2002 to August 31, 2006. Total 4-year contract - \$12.00.

First Year

9/1/2002 to 2/28/2003 \$1.50 Wages
3/1/2003 to 8/31/2003 \$1.50 Wages

Second Year

9/1/2003 to 2/29/2004 \$1.50 Wages
3/1/2004 to 8/31/2004 \$1.50 Wages

Third Year

9/1/2004 to 2/28/2005 \$1.50 Wages
3/1/2005 to 8/31/2005 \$1.50 Wages

Fourth Year

9/1/2005 to 2/28/2006 \$1.50 Wages
3/1/2006 to 8/31/2006 \$1.50 Wages

Institute the following on 9/1/2002

Vacation Fund: There are three (3) options available for vacation money to be withheld from the employees' pay:

- 1) No money taken out, 2) One (\$1.00) dollar per hour taken out after taxes and 3) Two (\$2.00) dollars per hour taken out after taxes. Only one declaration of the options can be taken when initially hired, or in the month of January in each calendar year.

ARCA Agreement, Article XV, Section 3

- a) Change thirty (\$30.00) dollars per day to forty-five (\$45.00) dollars per day for meals and change thirty (\$30.00) dollars to forty-five (\$45.00) dollars per day for lodging. A total of ninety (\$90.00) dollars per day, seven (7) days per week.
- b) Change thirty (\$30.00) dollars per day to forty-five (\$45.00) per day.

ARCA Agreement, Article 6, Section 1

Fourth sentence down, eliminate the words "any new".

Continued Page Two

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NEMCA Agreement

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

NEMCA Agreement, Article 7, Rule 6

When traveling outside the jurisdiction of Local 537 the approved IRS mileage rate will apply.

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

NEMCA Agreement, Article II, Section 6-b

Foreman shall be paid a minimum of Two dollars and fifty cents (\$2.50) over the Journeyman's rate.

Power Plants, Gas Plants - As per Area Practice

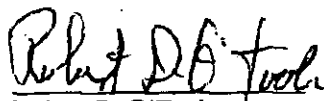
General Foreman - 25%, Area foreman - 15%, Foreman - 10%

Institute the following on 9/1/04

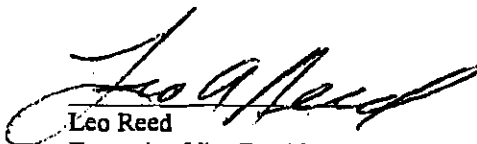
NEMCA Agreement, Article 7, Rule 6, Travel

Change from eight (\$8.00) dollars to eleven (\$11.00) dollars effective September, 2004.

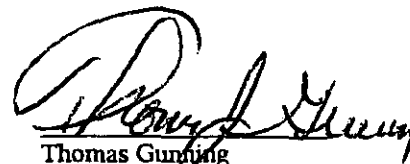
Sincerely,



Robert D. O'Toole
Business Manager
Secretary-Treasurer



Leo Reed
Executive Vice President
New England Mechanical
Contractors Association



Thomas Gungyung
Executive Director
Air & Refrigeration
Contractors Associations

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PRESIDENT

THOMAS P. KERR JR.

VICE PRESIDENT

MARK CONSTANTINO

ORGANIZER

WILLIAM C. YOUNG JR.

August 30, 2002

To Whom It May Concern:

Below is a breakdown of the new wage and fringe package effective September 1, 2002 through February 28, 2003 in the Joint Agreement between the New England Mechanical Contractors Association, Air Conditioning Refrigeration Contractors of Boston, and Pipefitters Local Union No. 537.

9-1-2002 to 2/28/03

Wages	\$34.86
Pension	\$ 4.29
Health & Welfare	\$ 4.20
Annuity	\$ 4.00
Industry Improvement	\$.20
Education	\$.30
Labor/Mgt. Trust Fund	\$.55
	\$48.40

Apprentice Rate - No Pension First Year

1st year - 40%	\$13.94
2nd year - 45%	\$15.69
3rd year - 60%	\$20.92
4th year - 70%	\$24.40
5th year - 80%	\$27.89

Deduction from Wages

Dues Deduction	\$.47
Organizing Fund	\$.05
C.O.P.E.	\$.01
Vacation Fund *See Note	
Public Relations	\$.03

Temporary Heat

60% rate	\$20.92
O.T. (1 1/2 times)	\$31.38

\$8.00 per day travel expenses

*Note: There are three options available for vacation money being withheld from employees' pay:
 1) No money taken out 2) One dollar (\$1.00) per hour taken out after taxes
 3) Two dollars (\$2.00) per hour taken out after taxes. Only one declaration of the options can be taken when initially hired or in the month of January of each calendar year.

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

Sincerely,

Robert D. O'Toole

Robert D. O'Toole

Business Manager

Fin. Secretary-Treasurer

Search

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K 8707

BNA, Inc.

Daily Labor®

REPORT

No. 175

Tuesday, September 10, 2002

ISSN 1522-5968

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News

Construction

Boston Plumbers, Fitters Ratify Contract Upping Wage/Benefit Levels Over Four Years

Union-represented plumbers and pipe fitters in Boston and western Massachusetts have approved new four-year agreements that increase wages and benefits by a total of \$1.50 per hour every six months for about 3,300 workers, according to union and contractor association reports.

Separate agreements for the same economic increase were negotiated by United Association of Plumbers and Pipe Fitters Local 12, representing plumbers, with the Greater Boston Plumbing Heating and Cooling Contractors. The agreement covering Pipe Fitters Local 537 was negotiated with the New England Mechanical Contractors Association.

Plumbers and pipe fitters in western Massachusetts, whose contract expired July 31, are working under a new four-year, \$9 per hour contract for a 24 percent over-term wage and benefit increase.

Plumbers Take Increase in Wages for Now

Kevin Cotter, business manager for Plumbers Local 12, Sept. 5 said all of the initial \$1.50 per hour increase went to wages, effective Sept. 1, for a new journey level wage of \$34.72 per hour. Allocation of the initial increase between wages and benefits will be determined later by local members, he said. Rank-and-file ratification took place Aug. 29.

Continued unchanged are employer benefit contributions totaling \$13.73 per hour worked as follows: \$4.72 to the health and welfare fund, \$4.48 to the local pension fund, \$3.08 to an annuity; 45 cents to the apprenticeship fund, 75 cents to a labor-management trust, and 25 cents to the industry promotion fund.

The initial \$1.50 increase raised the wage and benefit package to \$48.45 per hour or about 3.2 percent in the first six months and about 24 percent over term not compounded.

Distribution of future increases between wages and benefits will be determined when the increases take effect.

Among language changes approved in the new agreement is a "13th check" for retirees that supplements their regular monthly benefit, a benefit Cotter said will be "exclusively funded by the members."

The foreman differential also increased \$1 to \$2.50 per hour over the journey level rate, he said. Travel pay increases from \$5 to \$8 a day in September 2004.

Workers at the journeyman level are required to take at least 20 hours of upgrade training over the life of the contract and complete the Occupational Safety and Health Administration

10-hour safety training. Cotter said most members already have done this voluntarily. This and other contract adjustments aimed at improving workplace safety were added to the agreement, according to Cotter.

About 1,100 plumbers and gas pipe fitters are covered by the agreement negotiated by PHCC on behalf of about 60 employers, he said.

The work picture for Plumbers in Boston remains good, Cotter said, with about four years left on the Big Dig project, a new football stadium, and plenty of jobs on pharmaceutical and housing projects.

Similar Terms for Fitters

Pipe Fitters Local 537 in Boston settled on the same \$12 per hour, four-year contract with slightly different terms covering about 1,500 local fitters and 700 travelers, according to Leo Reed, executive vice president of the MCA chapter.

As with Local 12, Fitters in Local 537 took all of the initial \$1.50 increase in wages for a new journey rate of \$34.86 per hour, Reed said. Continued unchanged are employer benefit payments totaling \$13.54 per hour worked as follows: \$4.20 to the health and welfare fund, \$4.29 to the local pension fund, \$4 to an annuity, 30 cents to the apprenticeship fund, 55 cents to a labor-management trust, and 20 cents to an industry promotion fund.

The percentage increases are about the same as for the plumbers.

Matching the plumbers, the daily travel pay allowance for fitters will increase \$3 to \$11 in the third year of the contract.

Several new language changes were agreed to, Reed said, that "will help employers." New "most favored nations" language was approved that allows local signatory employers to employ Local 537 members under rates more favorable to employers under a national or project agreement being used in the geographic area.

Journeyman upgrade and safety training language that now is mandatory for plumbers in Boston is encouraged but not required for fitters. Local 537 members are encouraged to take the OSHA 10-hour safety training, Reed said, estimating that about 60 percent of local members already have completed the program.

Adjustments were made in the apprentice program language to increase the caliber of applicants, Reed said.

Negotiations this year were described by Reed as "difficult" because of the sustained strong demand for construction services in the area, including at least two more years of work on two power plant projects. Further evidence of the demand for pipe fitters, Reed said, is the relatively large number of travelers. Local 537 members were expecting even greater increases, he said, with an eye on higher UA settlements in other parts of the country. Reed praised Local 537 business manager Bob O'Toole for "doing much homework with his members" to demonstrate that the increase negotiated in the contract was "more than fair."

Reed said about 40 mechanical construction firms were represented by MCA in the negotiations.

Representatives of Local 537 could not be reached for comment. 

By Brian Lockett

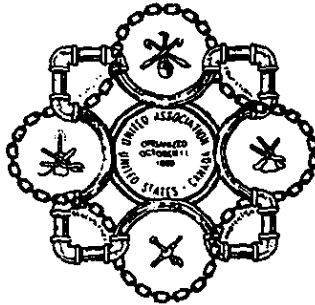
K 8707
2,000 workers

34 pgs

JOINT AGREEMENT

BETWEEN THE

NEW ENGLAND
MECHANICAL CONTRACTORS ASSOCIATION
INCORPORATED
AND



LOCAL UNION 537

OF
THE UNITED ASSOCIATION OF
PIPEFITTERS AND APPRENTICES OF BOSTON AND VICINITY

September 1, 1999 - August 31, 2002

WAGE AND FRINGE BENEFITS

	9-1-99
Wages	\$29.46
Pension	4.14
Health & Welfare	4.20
Annuity	3.10
Industry Improvement	.20
Education	.25
Labor / Management Trust Fund	.55
Total	\$41.90

*Denotes increase subject to other designated allotments.

Deductions After Taxes:

Dues	.47
Organizing Fund	.05
C.O.P.E.	.01
Vacation Fund	.50
Public Relations	.03

See Article IV, for additional wage and fringe information.

Three Years

Total \$6.05 - See note 1

September 1, 1999	1.25
Wages	1.20
Industry Improvement Fund	.05
March 1, 2000	1.00
Wages*	.50
Education Fund	.05
Pension	.15
Annuity	.30
September 1, 2000	1.00
Wages*	1.00
March 1, 2001	1.00
Wages*	1.00
September 1, 2001	1.00
Wages*	1.00
March 1, 2002	1.00
Wages*	1.00

Note 1: Three year contract 9/1/1999 to 8/31/2002, total monies \$6.05 plus (additional \$.20 in wages was reallocated from Labor / Management Fund.

Note 2: 9/1/2001 - increase travel expense from \$5.00 per day to \$8.00 per day.

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Preamble

This Agreement made on the first day of September, 1999, by and between the NEW AND MECHANICAL CONTRACTORS ASSOCIATION INCORPORATED, hereinafter designated "EMPLOYER" and LOCAL UNION No. 537 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, is entered into for the purpose of establishing fair, uniform and settled conditions between said parties; facilitating the adjustment of grievances and disputes which may arise between the employer and the mechanics in the pipefitting trade and adequate and proper installation of heating, cooling, air conditioning and systems. This Agreement is binding upon both parties through their committees appointed for the purpose.

Agreement

AGREEMENT made as of the first day of September, 1999, by and between the NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION, INCORPORATED, herein after referred to as "Association", on behalf of all its members, and those contractors who have in writing, authorized the Association to serve as Collective Bargaining Agent, whose principal and/or usual place of business is within the territory of Local Union No. 537 (including such as may become members thereof during the life of this Agreement) hereinafter designated as the "EMPLOYERS" or "EMPLOYER" and LOCAL UNION No. 537 OF THE UNITED ASSOCIATION OF PIPEFITTERS OF BOSTON AND VICINITY OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, hereinafter referred to as the "UNION" (which term shall refer to the members of the Union collectively or individually where the context so requires or admits).

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

This Agreement shall become binding upon both parties when the Presidents and Secretaries of the Association and the Union have signed it in duplicate, and will expire August 31, 2002.

This Agreement which is in force and effect until August 31, 2002, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement.

WITNESSETH:

WHEREAS, the purpose and intent of this Agreement is:

(a) To establish and set forth rules and regulations to govern employment, wage scale, craftsmanship, qualifications and working conditions of Journeymen, Apprentices, and

(b) To encourage close cooperation and better understanding between the Employer, employee-members of this particular craft, to the end that a satisfactory, continuous and harmonious labor relationship will exist between both parties to this Agreement.

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

ARTICLE I Recognition

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

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

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

(b) Whenever the Union shall charge that any employee covered by this Agreement and acceptable has failed to become or remain a member in good standing in the Union, as required by this Agreement, such charge

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

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

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

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

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

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

ARTICLE II Hiring of Men

SECTION 1. *Qualified Craftsmen.* Employees shall only employ qualified journeymen pipefitters. Journeymen pipefitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the pipefitting trade as a journeyman or apprentice in the building and construction industry and who either:

(a) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship and Training or State Division of Apprenticeship Training.

(b) Have previous employment as a journeyman pipefitter with a signator to this Agreement and whose services have proved satisfactory, or

(c) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman pipefitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee hereinafter established under this Agreement.

SECTION 2. *Hiring.* Qualified journeymen can solicit their own jobs and employers shall have freedom of selectivity in hiring qualified journeymen and may hire at job site. Employers may call the Union for qualified journeymen pipefitters. Whenever an employer decides to obtain journeymen pipefitters from the Union on any job, he shall notify the Local Union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

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

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

SECTION 5. *Shop Steward.* A steward shall be a working journeyman appointed by the Business Manager or Business Agent of the Local Union who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times (it being understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring and termination) or disciplining of employees.

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

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

(b) Forman shall be paid a minimum of \$1.50 over the journeyman rate.

SECTION 7. Recognition. Contractors recognize the Union as the sole and exclusive bargaining representative for all journeymen pipefitters and apprentices in the employ of the employers with respect to wages, hours and other terms and conditions of employment.

A copy of Individual Assent, as shown on page 31 of this contract, of contractors who are not represented by the Association as collective bargaining agents will be made available to the New England Mechanical Contractors Association, Inc., on request.

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

(1) Maintain an established, permanent place of business.

(2) Be a recognized heating contractor or oil burner contractor holding a certificate of competency issued by the Commonwealth of Massachusetts, or piping contractor, or air conditioning contractor, or refrigeration contractor.

(3) Be adequately covered by Workers' Compensation insurance and public liability and property damage insurance, and file a certificate of such coverage with the Union.

(4) Satisfy the officials of the Union that it has sufficient financial standing to permit it adequately to meet payroll requirements.

(5) Have sufficient tools and equipment in good condition to permit its employees to carry on their work with a high standard of workmanship.

ARTICLE III Joint Trade Board

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

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

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

1. Regular meetings shall be held quarterly, in January, April, July and October.

2. Special meetings shall be called by the chairman of the Joint Trade Board on written request of either side, stating object for which meeting is to be called and no matters shall be discussed at special meetings except those designated in said written request.

3. Four (4) shall constitute a quorum, two (2) for each side, and neither shall cast more ballots than the other.

4. The vote on all questions of violations of this Agreement shall be by secret ballot.

5. It shall require a majority vote to carry any question.

6. The Joint Trade Board shall consider and decide an alleged violation of this Agreement on the part of any signator, after said signator has been notified in writing by the Secretary of the Joint Trade Board, and given the *right to appear at the called meeting, to present his case, and agrees to abide by the decision rendered.*

7. The Joint Trade Board shall have the power to censure and/or to impose reasonable fines or penalties where agreed to vote (as above provided for) that any of the articles of this Agreement have been violated. Such fines or penalties shall be imposed against said violator and the Joint Trade Board shall see that any fines or penalties so imposed are satisfied and the disposition of monies so collected shall be decided by the Joint Trade Board.

ARTICLE IV

Fringes

The Employer agrees to pay Journeymen Pipefitters and/or Pipe Layers wages at the rate shown on page 2 of this contract. Fringes will remain as shown throughout the entire Agreement, September 1, 1999 to August 31, 2002 unless changes are mutually agreed to.

In the event that the government, Federal or State, takes over the Health and Hospitalization Trust Fund and/or the Pension Trust Fund provided for in the collective bargaining agreement, then the amounts of the hourly contributions which would otherwise be payable by the employer into said funds shall thereupon and thereafter be added to the hourly wage rates paid to the employees under this Agreement.

Except that, in the event, during the term of said Trust Agreement, there shall have been passed a Federal or State Law which shall compel the Employer to contribute to a Federal or State Plan which will provide any of

the same or similar items of coverage as contemplated under said Fund, then the hourly contribution of the Employers to said Fund shall be reduced to the extent of the cost of the particular item or items of coverage to the Fund which will also be furnished under a Federal or State Plan.

Health and Hospitalization Trust Fund

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

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

"The Trustees of the Local Union 537 Pension and Welfare Funds are authorized to enter into reciprocal agreements with Trustees of other pension and welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home fund's jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements."

Pension Trust Fund

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

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

"The Trustees of the Local Union 537 Pension and Welfare Funds are authorized to enter into reciprocal agreements with Trustees of other pension and welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home fund's jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements."

Deferred Income Annuity

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

established and approved by both parties to this Agreement. The Employer agrees to pay and contribute to said Fund the sum noted on wage and fringe benefit schedule on page 2, for each hour worked for Journeymen and Apprentices in the employ of the employer.

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

Education Trust Fund

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

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

Vacation Trust Fund

The Employer and the Union do hereby agree to maintain a Vacation Trust Fund. The Employer agrees to withhold from net wages (after tax deductions) due all journeymen in the employ of the Employer, the sum noted on wage and fringe benefit schedule on page 2, in accordance with the Trust Agreement that has been established and approved by both parties to the Agreement.

Political Action Fund, Organizing Fund, Dues Check Off

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

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

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

It is agreed by the parties to this Agreement that the Working Dues Deductions will be allocated the sum as noted on wage and fringe benefit schedule on page 2:

- Organization Fund
- *Political Action Fund
- Dues Deduction

*The Political Action Fund may also be known as the COPE Fund and is funded by a voluntary contribution per hour payroll as noted on wage and fringe benefit schedule on page 2, the purpose of which shall be to enable the Local to participate more fully in matters affecting the welfare of its members. It shall be the sole responsibility of the Local to procure pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, the signed individual authorization of every employee subject to this Agreement, both present and future.

Industry Improvement Trust Fund

The Employer and Local 537 do hereby agree to maintain an Industry Improvement Fund to be used for the purpose of protecting and promoting the general welfare of the heating, piping, air conditioning, and refrigeration contracting industry in accordance with the Trust Agreement that has been established and approved by both parties to this Agreement. The Employer agrees to pay and contribute to said Industry Improvement Fund the sum as noted on wage and fringe benefit schedule on page 2, each hour worked or all journeymen and apprentices in the employ of the Employer.

Payments of Contributions

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

(a) Delinquent payments shall bear interest at the rate of three percent (3%) per month.

(b) In the event that any suit is brought against an individual Employer for enforcement of this Agreement, if the decision is adverse to the Employer, said Employer shall pay all court costs and reasonable attorney's fees and disbursements in connection with such action.

(c) During any period of delinquency of payments, the Union shall have the right to remove all Employees of the delinquent Employer from that work for that Employer, but in such event this Agreement shall remain in full force and effect during the period of the delinquency.

(d) Payments of contributions to all of the above Funds shall be due and payable monthly to a depository designated by the respective Trustees thereof, not later than thirty (30) days following the end of that month for which contributions are due, and shall be individually secured by each

Employer with a Bond. Such Bond shall run to the Trustees of the various Funds. In the event of default of appropriate payment to the various Funds described in Article IV, the Surety shall agree to be responsible to the various Funds in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

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

ARTICLE V **Apprentices**

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

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

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

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

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

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

SECTION 6. Beginning in 1987 all new apprentices will be part of a five year apprentice program. There will be no pension fund contribution for the first year apprentice. All other fringe benefits will be paid. Pension contributions will begin at the start of the apprentice's second (2nd) year.

ARTICLE VI Temporary Heat

1. Pipefitters shall have jurisdiction over the operation and/or emergency maintenance of all temporary heat work whenever temporary heat is on a building, structure, or addition thereto, regardless of the source of heat supply.

2. Pipefitters working on temporary heat shall work in shifts of eight (8) consecutive hours, but not to exceed fifty-six (56) in any one week, except as hereinafter provided or unless authorized by the Business Manager or Agent, or the Employer.

3. Shifts shall start at 8:00 a.m. and proceed as follows:

8:00 a.m. to 4:00 p.m.

4:00 p.m. to Midnight

Midnight to 8:00 a.m.

4. Pipefitters shall report for duty fifteen (15) minutes before the start of each shift and shall not leave the job unmanned under any circumstances. They will not be permitted to leave the job for meals or for any other reason during the shift.

5. The number of shifts required will be determined by the Employer, but the starting and completing hours of any shift shall not vary from foregoing schedule. Split shifts will not be permitted.

6. It shall be the duty of the Job Stewards to report to the Secretary of Local 537 all jobs on which it appears temporary heating will be required. When the equipment is ready for temporary operation, he shall again notify the Secretary who in turn will notify the Employer that a Pipefitter Journeyman will be required for such operation.

7. The responsibility of providing temporary heat is vested in the Employer and under no consideration is he to delegate it to anybody else.

8. Pipefitters working on temporary heat shall do any emergency work required to protect the Employer's interests in connection with temporary heat operation and/or maintenance.

9. Any use of the heating system prior to its completion shall be considered temporary operation.

10. The rate of wages for Pipefitters engaged in maintaining and operating heating systems being used for Temporary Heat shall be as follows:

60% of Journeymen Pipefitters Wage

11. Whenever a job is manned by U.A. Local 537 personnel, the heating system may be used without an attendant.

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

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

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

ARTICLE VII

Payment of Wages

All members shall be paid weekly and in no case shall more than three (3) days pay be held back at the end of the week. Wages shall be payable by check or cash weekly, on the job or at the office of the employer by quitting time. Any contractor who issues a check which subsequently is returned for insufficient funds, shall for the remainder of the life of this Agreement, make all payments in United States legal tender money.

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

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

There shall be no layoffs on Monday.

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

Rule 1. Regular Hours. Eight (8) hours shall constitute a day's work, between the hours of 7:30 a.m. or 8:00 a.m. and 12 Noon and 12:30 p.m. and 4:00 p.m. or 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, making forty (40) hours constitute a week's work. Members shall report in sufficient time to permit them to begin use of tools at 7:30 a.m. or 8:00 a.m., and shall make no preparations for lunch period until 12 Noon. They shall then resume use of tools at 12:30 p.m. and shall make no preparations for terminating their day's work until fifteen (15) minutes before quitting time. During that fifteen (15) minutes the time shall be spent picking up and putting away employer's tools and equipment. No member shall leave job site until 4:00 p.m. or 4:30 p.m., depending upon 7:30 a.m. or 8:00 a.m. starting time.

Rule 2. Overtime. The first two (2) hours worked immediately following the work day shall be paid at time and one-half (1½%). The regular work

day on Saturday eight (8) hours shall be paid at time and one-half (1½). All other hours of overtime shall be paid at double the normal rate.

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

Shift Work / Other Than Industrial Maintenance. When required by owner to secure work for members covered under this Agreement, shift work (in excess of five (5) days, will be implemented subject to the recognition of the owners requirements by the Business Manager and/or Business Agents.

The intention of this section is to secure work that could not be competively performed under the existing terms of the working agreement.

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

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

There shall be no split shifts.

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

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

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

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

or the day celebrated as such.

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

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

Any workman employed outside the jurisdiction of Local 537 shall receive traveling expenses to and from the place where the work is located for as many trips as he is directed by his employer to make. He shall at the option

of the Employer board at the place where his work is located or go to and from the job daily. If directed to board where work is located, he shall be paid each week a sum equal to the amount paid for board and room.

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

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

Rule 6. Travel Expense. On jobs located within the jurisdiction of Local 537, the contractor agrees to pay five (5) dollars (\$5.00) per day travel expenses. 9/1/2001 increase travel expense from \$5.00 per day to \$8.00 per day.

On all jobs located within the jurisdiction of Local 537, workmen shall be on the job at 7:30 a.m. or 8:00 a.m. and remain on the job during the regular working hours.

ARTICLE VIII

Rules

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

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

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

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

All pipe four (4) inch and under shall be cut and fittings made on by employees covered by this Agreement except in cases where there is less than fifty (50) feet of pipe 2½ to 4 inches in size. In case the Employer places a machine on the job, it shall be operated by employees covered by this Agreement. It shall be the duty of employees covered by this Agreement to take all measures on the job and send in a sketch for the same. Flanges are excepted from this rule, also box coils and nipples twelve (12) inch and under.

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

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

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

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

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

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

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

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

Rule 10. All hanger rods 3/4 inch in diameter and smaller shall be cut by journeyman or apprentice members of the Union.

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

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

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

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

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

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

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

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

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

DECISIONS

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

Air Coolers, Air Washers and Blowers Consisting of Assembling of Sheetmetal and Pipefitting

(a) Decision rendered March 11, 1920

SECTION 1. That all sheetmetal work of No. 10 gauge or lighter, when used on air washers, fans, blowers, or on the housing of same shall be recognized as being the work of Sheet Metal Workers.

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

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

Pipe Railing or Guards for Enclosures, Stairways, Hatches, Etc. to Include Low Pressure Decision

(b) Decision rendered March 11, 1920

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

Acetylene and Electric Welding

(c) Decision rendered April 28, 1920

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

Installation of Air Piping in Connection with Elevator Door Locks

(d) Decision rendered November 11, 1925

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

Cutting of Chases and Channels in Brick, Tile and Other Masonry

(e) Decision rendered May 5, 1926

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

DECISIONS

Rendered by the National Joint Board For Settlement For Jurisdictional Disputes

Pre-Heating and Stress Relieving of Welds

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

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

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

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

Copper Piping In Breweries

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

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

Low Pressure (rehearing)

Decision rendered August 2, 1923

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

Operation of Gasoline Driven Electric Generators for Welding

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

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

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

ARTICLE IX Legality

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

ARTICLE X Duties

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

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

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

TRADE LINE AGREEMENT BETWEEN PIPEFITTERS LOCAL 537 AND PLUMBERS LOCAL 12 OF BOSTON, MASSACHUSETTS

Work of the Pipefitters

1. Indirect drainage piping and coil condensate wastes within the recognized jurisdiction of the Pipefitter.
2. All steam vapor, vacuum and hot water heating systems and all regulating systems connected with the same. All steam and exhaust blow-off lines from boilers, vapor vent from blow-off tanks, all steam specialties and steam appliances. All piping for conveying ashes and coal either by vacuum or pressure. All piping for smoke burners and washers, building and connecting purposes. All piping in connection with steam condensers, spray ponds and cooling towers. All steam connections for hot water tanks and economizers. All make-up water from connection left by the Plumber.
3. Temporary piping within the recognized jurisdiction of the Pipefitter.
4. LAYOUT & CUTTING — Holes, chases, channels, the setting and erection of bolts, inserts, stands, brackets, stanchions, supports, sleeves, escutcheon plates, thimbles, hangers, conduits and boxes in connection with the work of the Pipefitter.
5. COMFORT HEATING SYSTEMS — Unloading, handling setting, installing and connecting all piping and equipment necessary to a complete heating system except all gas piping and gas fired units recognized as the work of the Plumber.
6. Tests on all systems installed within the jurisdiction of the Pipefitter.
7. Temporary heat on all systems installed within the recognized jurisdiction of the Pipefitter.
8. Power plant piping and other boiler piping and equipment shall be the work of the Pipefitter, except that work within the recognized jurisdiction of the Plumber shall be the work of the Plumber.
9. ELECTRICAL TRANSFORMER PIPING AND EQUIPMENT — Cooling units, pump reclaiming systems, piping to switches and appurtenances.
10. PIPE AND FITTING MATERIALS — Ferrous and non-ferrous metals of all physical characteristics of temperature, pressure, hardness, expansion, flexibility, weldability, etc. Ceramic, glass, tile, rubber, plastics of all types. Wood, concrete and concrete mixtures, pre-formed. All other material manufactured into pipe or tubing.
11. Operational tests of each system and of components of system. Verification of performance, operating instructions, final operation.
12. All marine piping and equipment within the jurisdiction of the Pipefitter shall be the work of the Pipefitter.
13. Railway car, railway motor car and railway locomotive piping within the M. B. T. A. jurisdiction.

14. PIPE JOINT FABRICATION — The joining of pipe by any mode or method including, but not limited to, acetylene or arc welding, brazing, lead burning, plastics welding, soldering, wiped joints, caulked joints, expanded or with any of the work listed herein with the jurisdiction of Local 12 by the Plumber and with the jurisdiction of Local 537 by the Pipefitter.
15. Insulation-thermal for piping and equipment within the jurisdiction of the Pipefitter.
16. VIBRATION ISOLATION — Mechanical noise and vibration isolation for piping and equipment under the jurisdiction of the Pipefitter.
17. GAS PLANTS — Manufacturing of all gas storage, metering and distribution on manufacturing sites shall be the work of the Pipefitter, except gas piping to equipment or appliances.
18. On piping for machinery, motors and other appliances within the jurisdiction of the Pipefitter shall be the work of the Pipefitter.
19. All air piping for temperature control, windows or door opening devices, sidewalks, lifts or elevators, and air piping used as power for the operation of equipment or machinery for manufacturing, *production or industrial purposes shall be the work of the Pipefitter.*
20. All piping and equipment for air conditioning and refrigeration for industrial commercial and residential work, process and storage facilities, ice making, humidifying, dehumidifying and quick freezing, chilled water for body temperature control, the testing and servicing of all refrigeration and air conditioning equipment shall be the work of the Pipefitter. *All piping and self-contained equipment for the purpose of conveying chilled water for drinking purposes shall be the work of the Plumber.*
21. All oil and sugar refining piping and equipment shall be the work of the Pipefitter, except the work within the recognized jurisdiction of the Plumber shall be the work of the Plumber.
22. Bottling, distilling and brewing process piping, heating, ventilation air conditioning systems in connection with breweries shall be the work of the Pipefitters.
23. The piping and equipment in connection with the manufacture of chemicals shall be the work of the Pipefitter, except the piping and equipment within the recognized jurisdiction of the Plumber.
24. Transmission pipe lines for oil, gasoline and fuel lines piped to loading racks and storage plants, water aqueducts supplying a power house, water lines from wells for manufacturing purposes and in connection with Pipefitters' equipment as recognized in this *agreement shall be the work of the Pipefitter. All other fluids liquids, solids and mixtures of same shall be performed by the craft having jurisdiction over the work as recognized in this agreement.*
25. The handling, setting and erecting of completed tanks used for manufacturing or industrial purposes shall be the work of the Pipefitter, except tanks covered in this agreement as being equipment of the Plumber and the Plumber shall handle and set tanks so designated.

26. All pneumatic tube work and all conveying systems by air pressure or vacuum shall be the work of the Pipefitter.
27. Piping for make-up water fountains, captured waters, cooling towers and spray ponds used for heating and cooling purposes for Pipefitters' equipment shall be the work of the Pipefitter.
28. Steam and condensate lines in commercial laundries and cleaning plants shall be the work of the Pipefitter. Cleaning fluid lines shall be optional.
29. Automatic and manual control system for industrial processes, temperature and humidity controls, pressure controls, flow controls, sequence and/or production controls shall be the work of the Pipefitter, except controls in relation to piping an equipment recognized in this agreement as the work of the Plumber.

Work of the Plumbers

1. All piping and equipment for a complete plumbing system within or adjacent to any building, structure or conveyance.
2. All piping and equipment for fire lines and stand pipes when not connected with the automatic sprinkler system. All fire extinguishing systems and piping by water. All piping and equipment for fire extinguishing systems by gas or chemical except systems used for the protection of the work installed by the Pipefitter.
3. All air piping for hospitals, schools, medical research laboratories and all air piping for the operation of plumbing controls.
4. All vacuum piping for hospitals, schools and medical research laboratories.
5. The installation of all gas appliances and equipment such as gas unit heaters, gas stoves, gas water heaters, gas home incinerators, gas dryers, gas burners, gas refrigerators, etc.
6. All storm drainage systems on highways, bridges, structures, viaducts and tunnels.
7. All water and waste piping serving swimming pools, ornamental pools, cascades and aquariums except piping for heating and cooling.
8. All liquid soap piping, washing compound and disinfectant piping, valves and tanks in bath rooms, wash rooms and laundries.
9. All lawn sprinkler work and outdoor drinking fountains.
10. All drain piping used for wash down purposes in cases where food is stored.
11. All piping in municipal treatment plants used for the treatment of water and all piping for drinking and culinary purposes.
12. The installation of oxygen and nitric oxide in hospitals, schools and medical research laboratories.

13. The installation of exhaust piping from emergency generators shall be installed by the local union that pipes the fuel except where gas fuel is used, the exhaust shall be installed by the Plumber.
14. All services, storm, sanitary and water lines from the source of supply to the structure or building and disposal thereof.
15. All bathroom, toilet room and shower room accessories.
16. The setting of all hot and cold water storage tanks, dilution tanks, receiving tanks, interceptors and booster systems in conjunction with the plumbing system.
17. Chilled or tempered water piping and equipment for culinary or drinking purposes.
18. All distilled water systems shall be the work of the Plumber except where used in conjunction with the Pipefitters' equipment as recognized in this agreement.
19. All glycol systems in airports for de-icing purposes.
20. The installation of all natural, manufactured, diluted, undiluted liquified petroleum gas piping within buildings or structures, all on-site gas piping including streets within the site. All gas piping in gas manufacturing plants serving equipment or appliances.
21. All marine piping and equipment within the recognized jurisdiction of the Plumber.
22. The installation and removal of all temporary piping systems and equipment within the recognized jurisdiction of the Plumber.
23. All indirect wastes except those serving equipment installed by the Pipefitter.
24. The installation of conduits used for carrying pipes from one location to another within the recognized jurisdiction of the Plumber.
25. Maintaining temporary gas heating systems that come under the jurisdiction of the Plumber, such as salamanders, unit heaters, etc.
26. Oil piping for machinery motors and other appliances within the jurisdiction of the Plumber.
27. All vacuum cleaning systems shall be the work of the Plumber.
28. All air piping in laboratories is the work of the Plumber except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the Pipefitter. All air lines in connection with plumbing fixtures or equipment as recognized in this agreement will be the work of the Plumber. In the case of a dual purpose main, the craft having the preponderance of work will run mains and leave openings for other crafts.
29. Vacuum piping in all laboratories is the work of the Plumber except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes in the work of the Pipefitter. All vacuum piping for equipment used in connection with manufacturing plants and industrial purposes shall be the work of the Pipefitter.

30. All fly ash piping in incinerators for hospitals, schools, apartments, hotels, public buildings, city or municipal owned incinerators shall be the work of the Plumber except where fly ash removal conveying systems are used.
31. All piping for sewerage treatment plants used for the treatment of sewerage is the work of the Plumber, except all piping and equipment recognized in this agreement as the work of the Pipefitter.
32. Piping for the storage and transmission of flour, glucose, syrups, cooking oils, vinegar, milk, etc. for the purpose of providing ingredients to a finished or unfinished product in manufacturing or processing plants shall be the work of the Pipefitter.
33. All hydraulic piping in garages, gas stations and automobile showrooms and hydraulic piping in connection with Plumbers' equipment as recognized in this agreement shall be the work of the Plumber. All hydraulic piping for elevators, doors, curtains, also for the operation of presses and machinery in manufacturing plants, mills, factories and power plants shall be the work of the Pipefitter.
34. Piping of gases such as oxygen, acetylene, argon, nitrogen, helium, etc. for all laboratories, schools, medical research and in connection with Plumbers' equipment shall be the work of the Plumber, except laboratories in power houses and/or industrial plants in connection with manufacturing, production or industrial purposes is the work of the Pipefitter. Piping of the above mentioned gases for the operation of tools and equipment incidental to manufacturing or processing and equipment recognized as the Pipefitters' in this agreement shall be the work of the Pipefitter.
35. All of the above Plumbers' work includes the loading, unloading, distributing, setting of all piping and equipment, tanks, pumps, ejectors, laying out, installing sleeves, inserts and cutting of all holes, chases and channels. The installation of all the above work regardless of the materials used or the method of installation shall be the work of the Plumber.

**OPTIONAL
Work of Either Pipefitter or Plumber**

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

PIPEFITTERS LOCAL 537

John T. Lydon, Jr.
Russell P. Campbell
James T. Tiorano
Maurice M. Sullivan
Thomas F. Kelly

PLUMBERS LOCAL No. 12

John J. Tobin
Paul J. Madden
Andrew J. Sullivan
John J. Cotter
Matthew Twomey

Adopted May 2, 1969

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by the proper and duly authorized officers and representatives, effective as of this date herein set forth.

For the New England Mechanical Contractors Association, Inc.

FRANK NORTON, *Chairman*

LEO REED JR.

DENNIS SACCO

LOUIS GOODMAN

RAY HAMEL

ALEX MURRAY

JOE LAYDEN

**For the United Association of Journeymen and Apprentices
of the
Plumbing and Pipefitting Industry of the United States and Canada,
Local Union No. 537**

ROBERT D. O'TOOLE, *Chairman*

DANA KELLY

THOMAS MacKAY

C. DANIEL WATTS

WILLIAM YOUNG

ROBERT MULLIN

MICHAEL MORAN

MARTIN JOSEPH

THOMAS KERR

MARKET RECOVERY PLAN

Addendum to Agreement Signed and to take effect September 1, 1995:

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

Appoint Committee of equal numbers to set up and implement market recovery program. In no case shall a contractor delinquent in fund payments be eligible for this program

INDIVIDUAL ASSENT

We, or I, have read this Joint Agreement and hereby agree to comply with all its terms and conditions applicable to "Employers".

EMPLOYER _____

BY _____

Authorized Representative*

ADDRESS _____

DATE _____

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

Cities and Towns Within Jurisdiction of Local 537, United Association

Acton
Arlington
Ashland
Ayer
Bedford
Bellingham
Belmont
Billerica
Boston
Boxboro
Braintree
Brookline
Burlington
Cambridge
Canton
Carlisle
Chelmsford
Chelsea
Cohasset
Concord
Deonham
Dover
Dracut
Dunstable
Everett
Framingham
Foxboro
Franklin
Hingham
Holliston
Hopedale

Hopkinton
Hudson
Hull
Lexington
Lincoln
Littleton
(Long Island)
Lowell
Lynn
Lynnfield
Malden
Marlboro
Maynard
Medfield
Medway
Medford
Melrose
Millis
Milton
Nahant
Natick
Needham
Newton
Norfolk
North Reading
Norwood
Pepperell
Plainville
Pondville
Quincy
Reading

Revere
Saugus
Scituate
Sharon
Sherborn
Somerville
Southboro
Stoneham
Stow
Sudbury
Swampscott
Tewksbury
Tyngsboro
Wakefield
Walpole
Waltham
Watertown
Wayland
Wellesley
Westford
Weston
Westwood
Weymouth
Wilmington
Winchester
Winthrop
Woburn
Wrentham

Islands of
Boston Harbor