

AGREEMENT

SEPTEMBER 1, 2002

between

INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND

and

*HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL No. 6
Of BOSTON, MASSACHUSETTS*

*Of the International Association of
Heat & Frost Insulators
and Asbestos Workers*

HEADQUARTERS:

*HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL UNION NO. 6
303 Freeport Street
Boston, Massachusetts 02122-3513*

Tel. (617) 436-4666

This AGREEMENT operative as of SEPTEMBER 1, 2002 by and between INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND as Party of the First Part, and the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS LOCAL NO. 6 of BOSTON, MASSACHUSETTS as Party of the Second Part.

This Agreement will be in effect as of September 1st, 2002 through August 31st, 2006.

ARTICLE I

Paragraph 1.

It is hereby agreed that the provisions of this Agreement shall be binding upon the Party of the First Part individually and as members of said Association and upon the membership of Local No. 6 individually and as members of said Union within the territorial jurisdiction of Local No. 6 as determined by the International Union. The employers further agree that on all operations outside of the chartered territory of the Union they will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the Local Insulation Contractors and the Local Union in that jurisdiction. Employers may send a Mechanic, and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary and such employees shall receive in addition to transportation costs the highest wage rate, board allowance, fringe benefits and other conditions of employment, of either that jurisdiction or established in this Agreement.

ARTICLE II

Paragraph 1.

The regular workweek will consist of 5 (five) 8 (eight) hour days commencing with the first shift of the week on Monday at approximately 7:00 am.

The "regular" workday shall be eight (8) hours between 6:30 a.m. and 4:30 p.m. as determined by mutual agreement of the Business Manager or Business Agent and the shop concerned. A 6:00 am start will be allowed when the General or Prime contractor is starting at 6:00 am, and it is mutually agreed to by the Union and the Contractor. This article requiring eight (8) hours on job shall be rigidly enforced. If it is proven beyond a reasonable doubt that a man is not on his assigned job he shall not be paid for this time.

Paragraph 2.

4 - 10 hour workdays at straight time to make 40 hours per week will be allowed by mutual consent of the Union and the Contractor. Friday may be used as a make-up day at straight time.

Paragraph 3.

Employees, who as a direct result of any jobsite injury are unable to complete a full day's work, shall be paid for a full day on which such injury occurred, provided however, that such injury requires the attention of a licensed physician and said physician has certified the employee's inability to complete work on that day because of said injury.

ARTICLE III

Paragraph 1.

The ratio of Apprentices may equal but not exceed a one (1) to four (4) ratio of Mechanics in shop. No apprentice shall execute work unless in company with a Mechanic, or specifically

permitted by the Business Manager or Business Agent of Local No. 6.

Paragraph 2.

The Business Manager shall have full jurisdiction over the training of Apprentices during the period of their training.

Paragraph 3.

The transferring of Apprentices shall be by Joint Agreement of the Business Manager and an Employer member of the Joint Apprenticeship Committee appointed by the President of the Association. Agreement between these parties to be reached within five (5) days.

Paragraph 4.

Apprentices shall not be eligible for Mechanics' Examination until having served four (4) years in the trade, subject to approval of the Joint Apprenticeship Committee.

Paragraph 5.

The Joint Agreement "STANDARD OF APPRENTICES" dated August 14, 1963 - as amended May, 1969- by and between the party of the first part and party of the second part is hereby incorporated and made a part of this agreement.

ARTICLE IV

Paragraph 1.

All labor in excess of the "regular" workday on Monday through Friday shall be considered overtime. Overtime shall be paid for at time and one-half the normal hourly rate, for the first two (2) hours of overtime on Monday through Friday and the first eight (8) hours on Saturday. All overtime worked in excess of two (2) hours on Monday through Friday and/ or eight (8) hours on Saturday will be paid at double the regular hourly rate. Any work on Sunday shall be paid for at double the normal hourly wage rate. Holidays shall be considered overtime days. Such Holiday work, when performed, will be compensated at a rate of double the normal hourly rate.

The observed Holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Patriot's Day in the state of Massachusetts, and VJ Day in the state of Rhode Island. When a Holiday falls on Sunday it will be celebrated on the following Monday. The Employers will not shutdown jobs on a regular workday if the regular workday is the day before or the day after a Holiday, but they will not be responsible for individual job closing beyond their control.*

No work shall be performed on Labor Day, except in Special cases and with the approval of the Business Manager. **LABOR DAY WILL BE PAID AT TRIPLE TIME.*

Paragraph 2.

Shift provisions will be allowed with the payment of a 15% differential for the second shift and a 25% differential for the third shift. Both shifts to be eight (8) hours in length.

There must be a forty-eight (48) hour notice given to the Employees before commencing shift work. A minimum number of five (5) days must be worked in order to use the Shift provisions.

Jobs may work 2nd or 3rd shift only paying shift differentials described above.

Jobs of less than five (5) days duration and requiring shift provisions will be allowed when paying shift differential described above. There must be a break of eight (8) hours between shifts.

The third shift must be of at least five (5) working days duration (in succession), and there shall be at least an eight (8) hour break in shifts or overtime will be paid as described in Article IV, Paragraph 1.

ARTICLE V

Paragraph 1.

There shall be a Trade Board consisting of three (3) members of the Insulation Contractors Association of New England and three (3) members of the Asbestos Workers Local Union No. 6. Said 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 questions may arise, and for this purpose shall have the right to summon, question and examine any Party to this Agreement, or their Representative or Agents.

Paragraph 2.

There shall be no lockouts, except when of a general nature and ordered by a Building Trades Employers' Association; or strikes except when of a general nature and ordered by a Buildings Trades Council with the approval of the International Association of Heat & Frost Insulators and Asbestos Workers. Trade disputes or grievances shall be settled without cessation of work and in cases where the Parties to this Agreement fail to agree the matter in dispute shall be referred to the Joint Trade Board. The Party of the Second Part shall be free to strike any employer who fails to make timely payment of the wages, fringe benefits or dues obligations set out in Article VII of this Agreement.

Paragraph 3.

In case any dispute arises the other party shall be advised and the Business Manager or Business Agent and shop involved shall have five (5) days to settle disputes before calling meeting of Trade Board. Failing to agree a written notice of dispute shall be filed within five (5) days with the chairman of the Trade Board.

Paragraph 4.

It is not necessary for either the plaintiff or the defendant to be present if the Business Manager or Business Agent and the Chairman of the Joint Trade Board agree that a letter will suffice. A letter or appearance in person shall carry equal weight. The Trade Board shall be governed by the following By-Laws: (Paragraph 5-13)

Paragraph 5.

Regular meeting of the Trade Board shall be held on the second Thursday in January, April and October. In case of a holiday the meeting will be held the following Thursday.

Paragraph 6.

Special meetings shall be called by the Chairman of the Trade Board and shall be held on weekdays (Monday through Friday).

Paragraph 7.

Special meetings shall be held on written request of either party within five (5) days stating object for which meeting is to be called, but no matter shall be discussed at special meetings except those designated in said written request.

Paragraph 8.

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

Paragraph 9.

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

Paragraph 10.

It shall require a majority vote to carry any question.

Paragraph 11.

The Trade Board shall have the power to impose fines or other penalties where agreed by vote (as above provided for) that any of the articles of this Agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the Party of the First Part or its individual members or individual employer signatory to this Agreement of the Party of the Second Part, as the case may be, and the Trade Board shall see that any fines or penalties so imposed are satisfied and the disposition of monies collected shall be decided by the Trade Board.

Paragraph 12.

In case of an impasse between members of the Joint Trade Board the dispute shall be submitted to the American Arbitration Association in accordance with the Voluntary Labor Arbitration rules of procedure outlined by that Association.

Paragraph 13.

If either party fails to comply with the provisions of this article they shall be deemed to be in default.

ARTICLE VI

Paragraph 1.

*Each employer recognizes the Union's desire to retain all work regularly performed for the employer and the Union recognizes the employer's needs to maintain an efficient operation; therefore, each employer will continue to use bargaining unit employees and **not** sub-contract to any employer who is not signatory to this agreement, that work described in Article XVII that has been traditionally and regularly performed by its' employees, and we further agree that application of all new thermal insulation which may be a replacement for/or in addition to materials now being used as legitimate claims of the trade of Local Union No. 6. The Union agrees not to contract, sub-contract or estimate on work, nor allow its membership to do so, nor to act in any trade capacity other than that of workman or superintendent. It is also agreed that no member of a firm or officer of a corporation, or their representative or agent, shall execute any part of the work of application of materials.*

ARTICLE VII

Paragraph 1.

The Parties agree to the following wage rates and benefit contributions

There shall be four (4) distinct geographical areas in this Agreement as follows:

1. **Boston Area**
2. **Worcester Area**
3. **Springfield, MA/Southern New Hampshire Area**
4. **Providence, RI/Southern Mass Area**

I. Boston Area.

The Boston area includes all of the cities and towns in Essex, Middlesex, and Suffolk Counties as well as Brewster, Chatham, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth in Barnstable County; the town of Easton in Bristol County; Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, and Weymouth in Norfolk County; Abington, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater and Whitman in Plymouth County.

**BOSTON AREA WAGE RATES
EFFECTIVE 9-1-02 THRU 8-31-03**

	HOURLY RATE	H & W FUND	PENSION FUND	ANNUITY FUND	APPR FUND	IND FUND	SAFETY FUND	TOTAL PKG
MECH	\$31.76	\$4.25	\$3.40	\$4.00	.20	.05	.05	\$43.71
4 TH	\$25.41	\$4.25	\$3.30	\$3.20	.20	.05	.05	\$36.46
3 RD	\$22.23	\$4.25	\$3.25	\$2.80	.20	.05	.05	\$32.83
2 ND	\$19.06	\$4.25	\$3.20	\$2.40	.20	.05	.05	\$29.21
1ST	\$15.88	\$4.25	\$3.15	\$2.00	.20	.05	.05	\$25.58

DUES PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.80	\$2.70	\$3.60
4TH	\$1.45	\$2.18	\$2.90
3 RD	\$1.30	\$1.95	\$2.60
2 ND	\$1.15	\$1.73	\$2.30
1ST	\$1.00	\$1.50	\$2.00

VACATION FUND PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.00	\$1.50	\$2.00
4TH	\$.80	\$1.20	\$1.60
3 RD	\$.70	\$1.05	\$1.40
2 ND	\$.60	\$.90	\$1.20
1ST	\$.50	\$.75	\$1.00

2. Worcester Area

The Worcester area includes all cities and towns in Worcester County

**WORCESTER AREA WAGE RATES
EFFECTIVE 9-1-02 THRU 8-31-03**

	HOURLY RATE	H & W FUND	PENSION FUND	ANNUITY FUND	APPR FUND	IND FUND	SAFETY FUND	TOTAL PKG
MECH	\$28.58	\$4.25	\$3.40	\$4.00	.20	.05	.05	\$40.53
4 TH	\$22.86	\$4.25	\$3.30	\$3.20	.20	.05	.05	\$33.91
3 RD	\$20.01	\$4.25	\$3.25	\$2.80	.20	.05	.05	\$30.61
2 ND	\$17.15	\$4.25	\$3.20	\$2.40	.20	.05	.05	\$27.30
1 ST	\$14.29	\$4.25	\$3.15	\$2.00	.20	.05	.05	\$23.99

DUES PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.65	\$2.48	\$3.30
4 TH	\$1.35	\$2.03	\$2.70
3 RD	\$1.20	\$1.80	\$2.40
2 ND	\$1.05	\$1.58	\$2.10
1 ST	\$.90	\$1.35	\$1.80

VACATION FUND PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.00	\$1.50	\$2.00
4 TH	\$.80	\$1.20	\$1.60
3 RD	\$.70	\$1.05	\$1.40
2 ND	\$.60	\$.90	\$1.20
1 ST	\$.50	\$.75	\$1.00

3. Springfield, MA/Southern New Hampshire Area

The Springfield, Massachusetts and Southern New Hampshire area includes all cities and towns in the following counties of Massachusetts: Berkshire, Franklin, Hampden, and Hampshire. All cities and towns in the following counties of New Hampshire: Cheshire, Hillsboro, Merrimac, Rockingham, and Sullivan. All cities and towns in the following counties of Vermont: Bennington and Windham. In Connecticut the area includes the following: East Granby, Enfield, Granby, Hartland, Suffield and Windsor Locks Townships in Hartford County; Canaan, Colebrook, Norfolk, North Canaan, and Salisbury Townships in Litchfield County; Somers, Stafford and Union Townships in Tolland County; and Woodstock Township in Windham County.

SPRINGFIELD MA/NEW HAMPSHIRE AREA WAGE RATES 9-1-02 THRU 8-31-03

	HOURLY RATE	H & W FUND	PENSION FUND	ANNUITY FUND	APPR FUND	IND FUND	SAFETY FUND	TOTAL PKG
MECH	\$25.41	\$4.25	\$3.40	\$4.00	.20	.05	.05	\$37.36
4 TH	\$20.33	\$4.25	\$3.30	\$3.20	.20	.05	.05	\$31.38
3 RD	\$17.79	\$4.25	\$3.25	\$2.80	.20	.05	.05	\$28.39
2 ND	\$15.25	\$4.25	\$3.20	\$2.40	.20	.05	.05	\$25.40
1ST	\$12.71	\$4.25	\$3.15	\$2.00	.20	.05	.05	\$22.41

DUES PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.55	\$2.33	\$3.10
4TH	\$1.30	\$1.95	\$2.60
3 RD	\$1.15	\$1.73	\$2.30
2 ND	\$1.00	\$1.50	\$2.00
1ST	\$.85	\$1.28	\$1.70

VACATION FUND PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.00	\$1.50	\$2.00
4TH	\$.80	\$1.20	\$1.60
3 RD	\$.70	\$1.05	\$1.40
2 ND	\$.60	\$.90	\$1.20
1ST	\$.50	\$.75	\$1.00

4. Providence, Rhode Island/Southern Massachusetts Area

The Providence, Rhode Island and Southern Massachusetts area includes all cities and towns in Rhode Island as well as the following cities and towns in Massachusetts: Barnstable, Bourne, Falmouth, Mashpee and Sandwich in Barnstable County; Acushnet, Attleboro City, Berkeley, Dartmouth, Dighton, Fairhaven, Fall River City, Freetown, Mansfield, New Bedford City, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and Westport in Bristol County; Bellingham, Franklin, Plainville and Wrentham in Norfolk County; and Lakeville, Mattapoisett, Middleboro, Rochester and Wareham in Plymouth County; Dukes County and Nantucket County.

RHODE ISLAND AREA RATES
9-1-02 THRU 8-31-03

	HOURLY RATE	H & W FUND	PENSION FUND	ANNUITY FUND	APPR FUND	IND FUND	SAFETY FUND	TOTAL PKG
MECH	\$26.04	\$4.25	\$5.20	\$2.20	.20	.05	.05	\$37.99
4 TH	\$20.83	\$4.25	\$5.20	\$1.76	.20	.05	.05	\$32.34
3 RD	\$18.23	\$4.25	\$5.20	\$1.54	.20	.05	.05	\$29.52
2 ND	\$15.62	\$4.25	\$5.20	\$1.32	.20	.05	.05	\$26.69
1 ST	\$13.02	\$4.25	\$5.20	\$1.10	.20	.05	.05	\$23.87

DUES PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.60	\$2.40	\$3.20
4 TH	\$1.30	\$1.95	\$2.60
3 RD	\$1.15	\$1.73	\$2.30
2 ND	\$1.00	\$1.50	\$2.00
1 ST	\$.85	\$1.28	\$1.70

VACATION FUND PER HOUR

	STRAIGHT	TIME AND HALF	DOUBLE
MECHANIC	\$1.00	\$1.50	\$2.00
4 TH	\$.80	\$1.20	\$1.60
3 RD	\$.70	\$1.05	\$1.40
2 ND	\$.60	\$.90	\$1.20
1 ST	\$.50	\$.75	\$1.00

The Boston Wage Increase will be as follows:

2nd Year 9/1/03 - 8/31/04 \$2.25 per hour (to be allocated at a later date)

3rd Year 9/1/04 - 8/31/05 \$2.50 per hour (to be allocated at a later date)

4th Year 9/1/05 – 8/31/06 \$2.50 (to be allocated at a later date)

NOTE: The Worcester Wage Rate will be 90% of the Boston Wage Rate and one hundred percent (100%) of the Boston Area Benefits. The Springfield, MA/Southern New Hampshire rate will be eighty percent (80%) of the Boston Wage Rate and one hundred percent (100%) of the Boston Area Benefits. The Providence, RI/Southern MA Wage Rate will be eighty-two percent (82%) of the Boston Wage Rate with the contribution to the benefit package to equal one hundred percent (100%) of the Boston Area Benefits package as follows: Health and Welfare, Apprenticeship Fund, Industry Fund and Safety Fund will be paid at the same rate as Boston. The total contribution to the Asbestos Workers Local 31 Pension Fund and Asbestos Workers Local 6 Annuity Fund shall equal the contribution to the Asbestos Workers Local 6 Pension Fund and Local 6 Annuity Fund in the Boston area.

In the Providence, RI/Southern MA Area, the wage rate will increase one percent (1%) per year over the term of this agreement.

<i>i.e.:</i>	<i>09/01/2003</i>	<i>83% of Boston Wage</i>
	<i>09/01/2004</i>	<i>84% of Boston Wage</i>
	<i>09/01/2005</i>	<i>85% of Boston Wage</i>

Paragraph 2.

Wage increases to Apprentices in this Agreement have been based on percentages of increases granted to Mechanics. All Apprentice members of the Union shall be paid on the following basis:

First year	50% of Journeyman's Wage
Second year	60% of Journeyman's Wage
Third year	70% of Journeyman's Wage
Fourth Year	80% of Journeyman's Wage

Paragraph 3.

Foreman shall be assigned and paid as follows: when one to four (1- 4) men are employed the assignment of one man as foreman is optional with the employer. When Five to Fourteen (5 - 14) men are employed, one man must be employed as foreman and be paid two dollars (\$2.00) per hour premium over the Journeyman Wage Rate. When fifteen or more (15+) men are employed a general foreman will be added and will receive (\$4.00) per hour premium over the Journeyman Wage Rate. Another Foreman will be added for each additional ten (10) men

- i.e:
- 1-4 no foreman
 - 5-14 foreman
 - 15-24 general foreman + foreman
 - 25-34 general foreman + two foreman
 - 35-44 general foreman + three foreman

Paragraph 4.

Payment on all wages and expenses shall be weekly by check on the day designated as payday no later than Tuesday. There shall be no more than an elapse of two (2) days between end of workweek (Sunday third shift) and day designated by shop as payday. In the event of a Holiday on Monday or Tuesday, Wednesday may be designated as payday.

Check for pay day falling in Christmas week and New Year's week shall be either hand delivered or delivered by overnight mail to the employee at the option of the Employer, by regular payday. Direct deposit of wages, if mutually agreeable between individual worker and contractor, is an acceptable form of wage payment.

Paragraph 5.

In addition to the foregoing hourly wage rates each employer shall pay Four dollars and twenty-five (\$4.25) cents per hour per employee to the Asbestos Workers Local #6 Welfare Fund; plus three dollars twenty cents (\$3.20) per hour per employee payable to the Asbestos Workers Local # 6 Pension Fund; plus four dollars (\$4.00) per hour per mechanic to the Asbestos Workers Local No. 6 Annuity Fund for all work performed in the Boston, Worcester and Springfield, MA/Southern New Hampshire areas.

In The Providence, RI/Southern Massachusetts area, each employer shall pay in addition to the foregoing hourly wage rate four dollars twenty-five cents (\$4.25) per hour per employee to the Asbestos Workers Local 6 Health and Welfare Plan, plus a minimum of five dollars (\$5.00) per hour per employee to the Asbestos Workers Local 31 Pension Plan and a contribution to the

Asbestos Workers Local 6 Annuity Fund equal to the difference between the total Boston Area retirement contribution to the Local 6 Pension and Annuity Funds minus the Local 31 Pension Fund contribution

For Example

<i>Local 6 Pension</i>	<i>\$3.20</i>
<i>Local 6 Annuity</i>	<i>+\$4.00</i>
<i>Total Retirement Fund Amount</i>	<i>\$7.20</i>
<i>Total Retirement Contribution</i>	<i>\$7.20</i>
<i>Local 31 Pension Fund</i>	<i>-\$5.00</i>
<i>Annuity Contribution</i>	<i>\$2.20</i>

The contribution to the Local 31 Pension Fund may not be reduced during the term of this agreement.

Annuity Fund Contributions on behalf of Apprentices shall be based on the following schedule by jurisdiction as stated above:

<i>First year</i>	<i>50% of Journeyman's Wage</i>
<i>Second year</i>	<i>60% of Journeyman's Wage</i>
<i>Third year</i>	<i>70% of Journeyman's Wage</i>
<i>Fourth Year</i>	<i>80% of Journeyman's Wage</i>

Said contributions shall be administered in accordance with Trust Agreements and Declarations of Trust establishing the respective funds and each employer agrees to and ratifies the identity of actions of the trustees of the respective funds including but not limited to the Delinquency Procedure attached as Appendix 1 to this Agreement. The contributions of the Employers for the Welfare Fund shall be exclusively used to purchase group insurance such as life, hospitalization, accident and health, sick benefits and such other forms of group insurance as the Joint Board of Trustees of the said Welfare Fund may determine for the benefit of the employees and their families.

In addition, each employer shall pay twenty (\$.20) cents per hour per employee to the Joint Apprenticeship Fund. This money to be administered in accordance with a Trust Agreement accepted by the Joint Apprenticeship Committee.

Both parties to this agreement do hereby agree to establish and maintain an Industry Fund to be used for the purpose of protecting and promoting the general welfare of the Insulation Industry. Each Employer shall pay into the Insulation Industry Promotional Fund established by Agreement and Declaration of Trust during the life of this agreement the sum of five (\$.05) cents per hour for each hour actually worked by each journeyman and apprentice covered by this agreement in the employ of that employer.

Each Employer shall pay into a Safety Fund established by Agreement and Declaration of Trust during the life of this Agreement five cents (.05) per hour worked by each category of workman in his employ.

Paragraph 6.

One dollar (\$1.00) per hour paid of each Mechanic's Wages for Vacation purposes is to be deducted by the Employers. It is further understood and agreed that the following sums shall be deducted for Vacation purposes by the employers from the wages of the Apprentices:

<i>First year</i>	<i>50% of Journeyman's Wage</i>
<i>Second year</i>	<i>60% of Journeyman's Wage</i>
<i>Third year</i>	<i>70% of Journeyman's Wage</i>
<i>Fourth Year</i>	<i>80% of Journeyman's Wage</i>

Paragraph 7.

Payments to the Funds shall be made in accordance with Appendix 1 to this Agreement. A complete list of all employees and hours worked showing straight time, time and one-half and double time hours worked and total wages paid shall accompany all payments to the Pension, Health & Welfare, Vacation, Annuity, Apprentice and Industry Funds and the amounts due shall be paid monthly. Any employer failing to make required payments to any of the funds by the 25th day of the month following the incurring of the obligation (or by the next business day after the 25th, if the 25th is a Saturday, Sunday or holiday) shall not be supplied at the option of the Union with any employees until such time as all payments and required reports are up to date as certified by the administrator of the respective funds.

Paragraph 8.

Contractors who have had no experience within the past year in fund contributions will be required to post a \$20,000.00 certified check or bond.

Any contractor who is deemed delinquent in payments to any funds twice in any twelve (12) month period shall be placed in the "RISK POOL."

Any contractor placed in the RISK POOL shall be required to post a bond or certified check equal to its average monthly contribution paid during the previous twelve (12) month period or \$20,000.00, whichever is greater.

Payment of fund contributions not made on time may be drawn from the \$20,000.00 certified check or bond.

TARGETED PROJECTS:

The economic terms and conditions of this Agreement may be modified by written mutual agreement of the parties on "Targeted Projects". "Targeted Projects" are those specific jobs, plant sites or geographical areas where both area standard employers and non-area standard employers are competing for the same work.

Written agreements reached on a targeted project are limited to that particular project. Written agreements must be reached by mutual consent of the parties. The provision of Article V for the resolution of disputes between the parties shall not apply to disputes over whether or not to modify the terms of this agreement on "targeted projects." Written agreements to modify the terms of this agreement on a "targeted project" are limited to that particular project. No such agreement will be the basis for any claim under Article XII, Paragraph 2.

The parties agree that, where possible; all employers signatory to this agreement will be notified of the written agreement for a targeted project. All employees of any employer working on a targeted project will also be notified in advance of the economic terms and conditions of employment on the targeted project.

ARTICLE VIII

Paragraph 1.

On all jobs located in the Boston, Worcester and Springfield, MA/Southern New Hampshire geographical areas, the expense rate shall be seven dollars fifty cents (\$7.50) per day. Effective September 1, 2002 the expense rate in the Providence, RI/Southern Massachusetts area shall be two dollars (\$2.00) per day and increase as follows:

September 1,2003	\$4.00 per day
September 1, 2004	\$6.00 per day
September 1, 2005	\$7.50 per day

For work performed in downtown Providence, RI, expenses shall be at the rate of \$5.00 per day until September 1, 2004 at which time it will be equal to expenses in the rest of the Providence, RI and Southern Massachusetts area.

ARTICLE IX

Paragraph 1.

Layoff notice will be given at least two (2) hours prior to the end of the work shift. If proper notice is not given, the employee shall receive an additional eight (8) hours work. If work is not available, he shall receive eight (8) hours wages and benefits.

All wages due to employee shall be paid in full on day of layoff unless other arrangements have been made by mutual consent between the Employer and Local No. 6. On jobs located outside a fifty (50) mile radius of Boston, shops may pay by check, if check is mailed overnight mail on day of layoff.

Men discharged for due cause shall be paid on regular payday.

ARTICLE X

Paragraph 1.

The Union is recognized as the sole and exclusive agency and other representative for each and every employee covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of work and/or other conditions of employment and for the purpose of other mutual aid and protection.

Paragraph 2.

Neither the employer nor the Union shall make any agreement directly or indirectly in conflict with the provisions of this Agreement.

Paragraph 3.

Subject to applicable law, all employees who are members of the Union in good standing and all employees who become members after date of execution of this Agreement shall, as a condition of employment maintain their membership in the Union in good standing throughout the life of this Agreement. All other employees shall, subject to the laws and regulations of the Union,

become members of the Union at the expiration of eight (8) days from the date of this Agreement or at the expiration of eight (8) days from the commencement of their employment, whichever is later, and shall maintain their membership in the Union in good standing as a condition of employment.

ARTICLE XI

Paragraph 1.

All employees shall be considered "at work" for a shop from time they accept employment and they shall proceed to and execute said work, in a faithful workmanlike manner, and not quit same until after notice has been given to Employer by end of work shift. Local No. 6 further agrees that its Mechanic members in charge of out of town operations where board is paid shall complete the same before leaving shop of Employer. Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it shall be penalized.

Paragraph 2.

An Employee "At Work" for a shop as defined in Article XI, Paragraph 1 may not during the term of employment go to work for another shop under any circumstances without the express permission of the shop for whom working and the Business Manager of Local No. 6 unless the employee or the shop for whom the employee is working terminates the employment in accordance with the Terms and Conditions of this Contract.

Paragraph 3.

The Contractor must furnish on all jobs at the immediate job site available for inspection on request by any authorized party:

- A. The Company Safety Program*
- B. The Company Hazard Communication Program.*
- C. All Material Safety Data sheets for products to be used on the job or presently on site.*
- D. A written work order on Company Form or Letterhead signed by an authorized person with work specifications and application instructions.*
- E. If a work order as described in (D) is not on site the quality of workmanship and method of application on the job will be performed in accordance with the National Insulation Association NIA/MICA Specification Standard.*

ARTICLE XII

Paragraph 1.

Local No. 6 agrees to furnish labor to employers that sign this form of agreement and who are engaged in the trade on a competitive contract basis in the Heat, Frost and Insulating Industry and who comply with the provisions of Article VII of this Agreement.

Paragraph 2.

If, during the life of this Agreement; Local No. 6 should enter into an Agreement with any Employer which differs from this agreement the Association may, at its option, treat as part of this Agreement any provision of such other Agreement which it considers to be more favorable than comparable provisions of this Agreement, and may at its option delete from this Agreement any provision which is not included in such other agreement. Any such option may be exercised by notice in writing from the Association to Local No. 6, and may be made retroactive to effective date of such other agreement. Local No. 6 agrees to inform the Association of the terms of any such

agreement immediately upon entering it.

ARTICLE XIII

Paragraph 1.

It is agreed by the Employer that any and all cement containers shall not exceed sixty (60) pounds in gross weight, and pails shall not exceed capacity of twelve (12) quarts, and drums shall not exceed thirty-five (35) gallons.

Paragraph 2.

Respirators are to be supplied by the Employer when required, and must be on the approved list of NIOSH.

Paragraph 3.

The employee shall be furnished with the necessary and proper tools in the application of foamglas, such as banding machine, saw and gloves when needed. Such tools and equipment to be returned to the employer.

Paragraph 4.

It shall be a condition of employment that each workman shall have a complete set of tools in proper working condition.

Paragraph 5.

A ten (10) minute coffee break shall be allowed in the A.M. and P.M. of each working day.

Coffee shall be taken at the man's immediate work area.

Paragraph 6.

The Employer shall supply adequate drinking water in a covered vessel and individual drinking cups, when requested by employees, on job sites where drinking water is not readily available or handy to the work area.

ARTICLE XIV

Paragraph 1.

Local No. 6 shall have a permanent office address with telephone service, where their Business Manager of Business Agent or authorized officer can be communicated with between 8:00 a.m. and 10:00 a.m. each working day for purpose of answering inquiries and providing information necessary to the trade.

ARTICLE XV

Paragraph 1.

Local No. 6 agrees there shall be no limitations or restrictions placed upon the individual working effort of its membership.

The Employer agrees not to require any minimum production requirements.

No employee shall be required or permitted to work on piecework.

No employer shall create a piecework system.

Paragraph 2.

When an employee is required to submit progress reports; there shall be not mention of the names of those men employed on the job.

ARTICLE XVI

Paragraph 1.

This Agreement shall be in full force and effect from September 1st, 2002 through August 31st, 2006 and from year to year thereafter, unless notice of termination or modification is given in writing by one party to the other party, not more than ninety (90) nor less than sixty (60) days prior to such Anniversary date.

ARTICLE XVII

Paragraph 1.

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices covered by this Agreement and employed by an employer signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 6, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local No. 6.

Also, all sealing of sleeves, building penetration, holes, chases, passages, or openings of any kind in concrete, metal, or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe, conduit, tubing or any other object passing through the above-mentioned openings, electric duct, etc. The purpose of which is to insure a fire rating commensurate with the manufacturer's specifications.

This is also to include all labor connected with materials, fire sealant, penetration seals, fire stops, grease duct, sound proofing systems, lead abatement, asbestos removal, thermo lag, and related accessories on job premises and all other such work that is with the jurisdiction of Local NO. 6.

ARTICLE XVIII

Paragraph 1.

All parties to this Agreement must comply with all Occupational Safety and Health Regulations.

Paragraph 2.

A steward may be appointed by the Business Manager or Business Agent from the Employees on the job. Stewards will not be discriminated against or discharged for performing their duties as stewards. Stewards shall perform their normal duties as journeymen. Stewards shall notify the Business Manager or Business Agent when workmanship is inferior. All official decisions will be made by the Business Manager or Business Agent.

ARTICLE XIX

Paragraph 1.

On all jobs where an Employee reports for work and is unable to do so through no fault of his own, two (2) hours pay for show-up time shall be paid provided he was not notified. Notification not to report shall be two hours prior to the start of the shift.

Employee must remain on the job available for work unless released sooner by the Employer. Show up time does not constitute a work shift.

ARTICLE XX

Paragraph 1.

This Joint Trade Agreement shall become operative on September 1, 2002 and shall be rigidly observed until its expiration on August 31, 2006, during which time neither party to it shall continue to force or create any rule or By-Law conflicting with its provisions.

ARTICLE XXI

Paragraph 1.

No party to this Agreement shall discriminate or compel discrimination with respect to employment hereunder on the basis of race, color, religion, age, sex or national origin.

THE FOLLOWING IS A BASIC LIST OF TOOLS

- 1) *12' Foot Tape Measure*
- 2) *Boning Knife (6 inches)*
- 3) *Keyhole or Compass Saw*
- 4) *Pruning Saw*
- 5) *Utility Knife*
- 6) *Sharpening Stone*
- 7) *Canvas Shears*
- 8) *6" Pointing Trowel*
- 9) *6" Gauging Trowel*
- 10) *12" Flat Trowel*
- 11) *8" End Cutting Nippers*
- 12) *8" Wing Dividers*
- 13) *Tool Bag or Tool Box*
- 14) *Appropriate work clothes & work boots*
- 15) *Aviation Snips*

APPENDIX I

DELINQUENCY PROCEDURE ASBESTOS WORKERS LOCAL NO. 6 PENSION, HEALTH AND WELFARE FUNDS

The current schedule of payments requires that fringe benefit contributions be remitted no later than the fifteenth (15th) day of the month following the month during which the hours were worked and for which the contributions are due. Contributions for hours worked during January are due in the Fund office no later than February 15th. Contributions for hours worked during February are due in the Fund office no later than March 15th, etc.

Contributions due on the 15th day of the month will be considered delinquent if not received in the Fund office by the close of business on the 25th day of the month (or the first business day thereafter if the 25th is not a business day). Delinquent contributions will be subject to the following interest and/or penalties:

- 1. Interest at the prime rate as set by the Fleet Bank, plus 3% or,*
- 2. \$100.00 per day.*

whichever is greater. Interest on delinquent contributions will be assessed retroactive to the due date (the 15th day of the month) and will be payable for each and every day thereafter until the delinquency is paid. Penalties of \$100.00 per day will be assessed retroactive to the delinquency date. Interest and/or penalty payments must accompany the payments of the delinquent contributions.

The following delinquency procedures will be in effect immediately:

- 1. The Trustees will notify employers in writing of the non-receipt of contributions past due on the 20th day of the month. Notice will be sent by the Administrator through U.S. Mail. This written notice is not a prerequisite to becoming delinquent and failure to receive said notice shall not be a defense to delinquency.*
- 2. The Trustees will attempt to phone past due employers on the last working day before their unpaid contributions become delinquent. This telephone notice is not a prerequisite to becoming delinquent and failure to receive said notice shall not be a defense to delinquency.*
- 3. The Trustees Delinquency Subcommittee shall meet as soon as possible at some point after the close of business on the day on which unpaid contributions become delinquent but*

before the first day of the next month. At that meeting, the Committee will decide what legal action shall be instituted to compel payment of delinquency contributions. The Union's rights under Article VII, Paragraph 6 of the Agreement between the Insulation Contractors Association of New England and Asbestos Workers Local No. 6 of Boston shall be independent from the rights of the Trustees. Local No. 6 may exercise any and all rights it has under Article VII, Paragraph 6 without prior approval of the Trustees or the Delinquency Subcommittee.

The Trustees intend to institute legal proceedings to collect delinquent contributions. In any such proceedings, the Trustees will not be limited to the interest and/or penalties described herein. On the contrary, the Trustees will request the Court to grant the broadest available penalties and remedies, including, but not limited to, attorneys fees.

This statement of policy and procedure is effective September 1, 1987 and is subject to revision by the Board of Trustees of the Funds.

Any Employer who issues a check to an Employee or to the Trustees of any fund referred to in this Agreement and has the check returned for insufficient funds must pay all subsequent wages, expenses and fringe benefits by Certified Check unless and until other substitute and suitable arrangements have been made in writing with the Union and the Trustees. A check shall be deemed to be returned for insufficient funds when it has failed to clear an initial deposit.

SIGNED:

FOR THE PARTY OF THE FIRST PART;

INSULATION CONTRACTORS ASSOCIATION OF NEW ENGLAND

GLENN BEARD, Chairman

TED BRODIE

ROBERT ANDERSON

SIGNED:

FOR THE PARTY OF THE SECOND PART;

*INTERNATIONAL ASSOCIATION OF HEAT & FROST
INSULATORS AND ASBESTOS WORKERS LOCAL NO. 6,
BOSTON, MASSACHUSETTS*

*303 Freeport Street
Dorchester, Massachusetts 02122-3513*

FRANCIS C. BOUDROW, Business Manager

WILLIAM F. WEST

JAMES O'DAY

DATE: _____